

EXHIBIT 1

Samyang Foods, Inc., full of love and happiness

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Company Overview

We introduce Samyang Foods Company's business activities, which are based on a foundation spirit of honesty and integrity.

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Samyang Food

Introduction	CEO MESSAGE	VISION & MISSION	CI	HISTORY
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Making a remarkable history in the domestic food industry with passion and a belief in ramen

Samyang Foods, Inc., established in 1961, has been walking a single path, pursuing honesty and trust for over 50 years. Its pioneering entrepreneurial spirit, with the aim of bringing an era where the average life expectancy becomes 100 years through food, has been the foundation for Samyang Foods to become a trustworthy company to customers.

With the passion and challenge to generate new growth engines, Samyang Foods will make every effort to allow everyone to enjoy a more delicious world.

Produced Korea's First Ramen in September 1963

The 1960s was a time when most Koreans had to tighten their belts, because the only staples, rice and mixed grains, were scarce. Samyang Foods, Inc.'s efforts to overcome the food shortage led to the birth of Korea's first ramen, Samyang Ramen, in 1963. Ramen has become the second staple food in Korea.

Improvement in Diet

After the nation was released from hunger through the continuous national economic growth and with brighter prospects for food self-sufficiency in Korea, Samyang Foods, Inc. took a leading role in improving the Korean people's diet.

By boosting the forest land livestock industry by making a pasture of about 60 million m² in the Daegwallyeong plateau area, the company has improved the diet and played a key role in improving national health.

Establishment of Daegwallyeong Samyang Ranch and Belief in Good Ingredients

Daegwallyeong Samyang Ranch has played the role of providing a key ingredient source for Samyang Foods, Inc. to produce self-sufficient meat, including beef for making ramen soup base, and raise dairy cattle in clean air and a vast pasture, leading to the smooth supply of milk and dairy products.

A Comprehensive Food Company

Samyang Foods, Inc. uses natural ingredients with high quality so as to provide food with high quality and differentiated taste along with excellent food with traditional Korean flavors.

Samyang Foods, Inc. has food-related subsidiary companies.

Natural Samyang Inc. stably supplies a variety of agro-fishery products including the ingredients for ramen soup base such as scallions, garlic, sesame, red pepper and seafood. Eco Green Campus Inc. provides fresh beef and milk from a vast ranch at an altitude of 850m to 1,400m around Daegwallyeong in Gangwon-do.

Samyang Foods, Inc. has established a thorough quality management system so that consumers can trust its products by being certified by qualified international offices (KOLAS, ISO22000, HALAL) as well as a domestic one, HACCP.

Samyang Foods, Inc. leading K-Food

In particular, Hot Chicken stir-fried noodles has become very popular in China, Southeast Asia, etc., becoming the main brand leading K-Food. To make Hot Chicken stir-fried noodles continue to grow as a global brand, the company is reinforcing local promotion and marketing with Samyang Foods, Inc.'s representative character, "Hochi."

※ Main Export Nations

* Noodles/Snacks

- the Americas : United States, Canada, Argentina, Paraguay, and Chile
- Asia : China, Japan, Singapore, Malaysia, Vietnam, Malaysia, and Hong Kong
- Europe : the U.K., Germany, Spain, Sweden, and the Netherlands.
- Oceania : Australia, New Zealand, Samoa, and Micronesia
- Middle East: Saudi Arabia, Bahrain, and United Arab Emirates

* Dairy Products - Asia : China



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History

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1978 Oct. Opened Daehwa Hospital, a Medical Corporation

1978 Oct. The late Honorary President Chun Joong-yoon was awarded the Silver Tower Industrial Medal.

1778 Jan. Established Samyang Oil & Feed Corporation Inc.

1976 Feb. Samyang Baker Tank Terminal Supplied 7,000 –Ton Capacity Tank

1975 Oct. Launched Samyang Australian Cheese

1975 Sep. Established Samyang Food Chain Inc.

1970 Oct. Started the Construction of Honam Plant Launched Beef Ramen

1970 Sep. Launched Curry Ramen

1970 May. Launched Naengmyeon, (Korean) Cold noodles

1970 Mar. Launched jajangmyeon, black-bean-sauce noodles

1970 Jul. Established Igeon Education Foundation

1969 Oct. Started the construction of a branch in Yeongnam, Gyeongsang-do

1973	Nov.	Started construction of Daegwallyeong Samyang Ranch	1969	Jul.	Started the production of kalguksu, (handmade) chopped noodles
1973	Oct.	Started the Production of Soy and Sesame Oil	1969	Jul.	The late Honorary President Chun Joong-yoon was awarded the Bronze Tower Industrial Medal
1973	Mar.	The late Honorary President Chun Joong-yoon was awarded the Order of Industrial Service Merit on the 17th Tax Day.	1969		Korea's first ramen exports (to Vietnam)
1972	Feb.	Launched Korea's first cup ramen, Samyang Cup Ramen accomplished over \$2.5m in ramen exports to Southeast Asia, Europe and America. Established Samyang Livestock Inc.	1963	Sep.	Launched Korea's first ramen brand, Samyang Ramen
1971	Nov.	Founded Samyang Dairy Sesame Oil Extraction Plant in Samyang Dairy Inc.	1961	Oct.	Changed company name to Samyang Food Industry Inc.
1971	Aug.	Launched Korea's First Ramen Snack, Popeye	1961	Aug.	Established Samyang Oil Inc.



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1998	Sep.	Authorization of Reconciliation	1989	Feb.	Started the Construction of Samyang Foods, Inc. Wonju Plant
1997	Aug.	The Korean Supreme Court acquitted Samyang for ramen beef tallow accident.	1987	Dec.	"Samyang Carnation" Ice Cream Obtained Korea's First KS
1997	Feb.	Moved Company Building from Jongno to Wolgok	1987	Mar.	"Samyang Brewed Soy Sauce" Obtained Korea's First KS in Soy Sauce Industry
1990	Jun.	Changed Company Name from Samyang Food Industry Inc. to Samyang Foods, Inc.	1986	Sep.	Launched Sattobab, a Corn Snack
1990	May.	Samyang Drinking Type Yogurt and Samyang Spoon Type Yogurt obtained Korea's first KS in fermented milk industry.	1985	May.	The late honorary president, Chun Joong-yoon, was awarded the Gold Tower Order of Industrial Service Merit.
			1982	May.	

1990	Mar.	Started Work of Munmak Printing Plant			Samyang Oil & Feed Corporation and Samyang Gold Cooking Oil Obtained KS
1989	Dec.	Launched Korea's First Rice Ramen			
1989	Nov.	Outbreak of Samyang Ramen Beef Tallow Accident			
1989	May.	Established Qingdao Samyang Food Limited in Qingdao, Eastern China			
1981	Jan.	Launched Korea's First Spoon Type Yogurt, "Yoghurt"			
1980	Dec.	Started the Construction of Samyang Dairy Processing Plant Expanded into Dairy Processing Business			
1980	Jul.	Established Company Incorporated abroad, Samyang USA			



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2017 Sep. Signing an MOU of triangular strategic partnership with Jiangsu Seif Green Food Development and JD group, China.

Sep. Obtaining Halal certificate from MUI for the first time in Korea instant noodle industry (6 Products)
Hot Chicken Flavor Ramen, Hot Chicken Flavor Ramen Big Bowl, Hot Chicken Flavor Ramen Cup, Hot Chicken Flavor Ramen Cheese Flavor, Hot Chicken Flavor Ramen Cheese Flavor Big Bowl, Hot Chicken Flavor Ramen Ice

2016 Sep. 55th Anniversary of Samyang Foods, Inc. Founding

2015 Sep. Took over Natural Samyang Inc. and Saeahchim, a Company Specialized in Frozen Food

2014 Mar. Obtained & Received HALAL (Korea Muslim Federation)

2012 Apr. Launched Hot Chicken Flavor Ramen

2012 Mar. Samyang Ranch Certified as Organic Livestock

2011 Nov. Samyang Ranch Certified as Organic Pasture

2011 Sep. 50th Anniversary of Samyang Foods, Inc. Founding

2011 Aug. Took over Jeju Milk Inc.

2011 Apr. Established Samyang THS Inc. (Standard Business as a Subsidiary for the Handicapped)

Certification and HALAL Certification Items (Seven kinds)
 Samyang Ramen, Kimchi Ramen, Yukgaejang, Sotah Ramen,
 Hot Chicken Stir-Fried Ramen, Big Cup Hot Chicken Stir-Fried
 Ramen, Cup Hot Chicken Stir-Fried Ramen

2014	Jan.	Daegwallyeong Samyang Ranch Designated as 2018 Pyeongchang Winter Olympics Special Tourist Zone	2010	Aug.	Took over Homyeondang Restaurant Company
2013	Sep.	Launched Korea's First Baked Instant Noodles	2010	May.	The late Honorary President Chun Joong-yoon was awarded the Order of Civil Merit, Camellia Medal.
			2010	Mar.	The late Chun Joong-yoon was selected as honorary president and Chun In-jang took office.
			2009	Oct.	Gangwon-do Wonju Factory Certified by HACCP
			2008	Feb.	Food Research Institute Certified by International Testing Institute KOLAS
			2005	Mar.	Completion of Reconciliation
			2001	Jul.	Completed the Construction of Daegwallyeong Organic Fertilizer Plant Produced Daegwallyeong Organic Fertilizer
			2000	Nov.	The late honorary president Chun Joong-yoon was awarded Walnamjang.



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EXHIBIT 2

ARTICLES OF INCORPORATION

SAM YANG (U.S.A.), INC.

A California Corporation

FILED
In the office of the Secretary of State
of the State of California

JUL 1 1980

Bill Heller
Deputy

I. The Name of this corporation is:

SAM YANG (U.S.A.), INC.

II. The purpose of this corporation is to engage in any lawful act of activities for which a corporation may be organized under the General Law of California, other than the banking business, trust company business or the practice of a profession permitted to be incorporated by the California Corporation Code.

III. The name of the corporation's initial agent for service of process is:

Dong Sup Huh

who may be served at:

1600 West Walnut Parkway
Compton, California 90220

IV. The corporation is authorized to issue only one class of shares and the total number of shares which the corporation is authorized to issue is ONE THOUSAND (1,000) SHARES.

IN WITNESS WHEREOF, the undersigned incorporator executed these Articles of Incorporation on June 23, 1980, Compton, California.

DONG SUP HUH

The undersigned declares that he is the Incorporator who has executed the above Articles of Incorporation and hereby declares that this instrument is the act and deed of the undersigned.

DONG SUP HUH

EXHIBIT 3

1 Plaintiff and Cross-Defendant Sam Yang (U.S.A.), Inc. (“SYUSA”) hereby
2 objects to the Amended Notice of Deposition of Plaintiff Sam Yang (U.S.A.), Inc.
3 Pursuant to Federal Rule of Civil Procedure 30(b)(6) (the “Notice”), served by
4 Defendant and Cross-Claimant Samyang Food Co., Ltd. (“SAMYANG KOREA”), on
5 November 30, 2016, and to each of the proposed subject matters of examination
6 (“Deposition Topics”), as follows:

7 **GENERAL OBJECTIONS**

8 1. SYUSA objects to the Notice generally on the ground and to the
9 extent that it fails to comply with Rule 30(b)(3) of Federal Rule of Civil Procedure.

10 2. SYUSA objects to the Notice generally on the ground and to the
11 extent that it seeks to impose upon SYUSA discovery obligations beyond those
12 contained in the Federal Rules of Civil Procedure or the Local Rules of this Court.

13 3. SYUSA objects to the Notice generally, and to the description of each
14 of the matters described therein, on the ground and to the extent that SAMYANG
15 KOREA fails to describe with reasonable particularity the matters for examination, as
16 required by Federal Rule of Civil Procedure 30(b)(6).

17 4. SYUSA objects to the Notice generally, and to the Deposition Topics
18 described therein, on the ground and to the extent that it seeks information that is
19 neither relevant to the subject matter involved in this litigation, nor reasonably
20 calculated to lead to the discovery of admissible evidence.

21 5. SYUSA objects to the Notice generally, and to the Deposition Topics
22 described therein, on the ground and to the extent that they seek information,
23 documents, or things protected from disclosure by the attorney-client privilege, the
24 attorney work product doctrine, or any other applicable privilege.

25 6. SYUSA objects to the Notice generally, and to the Deposition Topics
26 described therein, on the ground and to the extent that they seek confidential or
27 proprietary information.

1 7. SYUSA objects to the Notice generally, and to the Deposition Topics
2 described therein, on the ground and to the extent that they seek information that is
3 protected or prohibited from disclosure under Federal, California or other
4 applicable law, including but not limited to, any confidentiality rights possessed by
5 third parties.

6 8. SYUSA objects to each definition applicable to the Deposition Topics
7 to the extent that it purports to define a word in a way that is inconsistent with its
8 generally understood meaning. SYUSA further objects to each definition
9 applicable to the Definition Topics to the extent that it can be construed to impose
10 obligations upon SYUSA that are greater than those imposed by the Federal Rules
11 of Civil Procedure, the Local Rules of this Court, or any other applicable statute,
12 rule or case law governing the discovery or disclosure of information.

13 9. SYUSA generally objects to each Deposition Topic in which the
14 terms "YOU," "YOUR," or "SYUSA" appear on the ground that Samyang Korea's
15 definition of this term is overly burdensome and oppressive, overly broad, not
16 reasonably limited by time or scope, annoying or harassing, to the extent that it
17 purports to include "any and all of [SYUSA'S] employees, agents, representatives,
18 assignees, delegees, and/or any other person acting on its behalf or for its benefit."

19 10. DDS generally objects to each Deposition Topic in which the term(s)
20 "RELATE TO," "RELATING TO," "RELATED TO," and "CONCERNING"
21 appear. These terms, as defined by Samyang Korea, are overly broad, vague and
22 ambiguous, and designating and producing an officer, director and/or managing
23 agent to testify as to a Deposition Topic in which these terms appear would require
24 SYUSA and its attorneys either to guess or engage in unreasonably difficult,
25 complex, and time consuming logical thought processes to identify relevant or
26 responsive information, as well as potentially to disclose the conclusions, opinions
27 or thought processes of counsel in violation of the attorney work product doctrine.
28

11. SYUSA generally objects to each Deposition Topic in which the terms "COMMUNICATION," or "DOCUMENT" appear on the grounds, and to the extent, that these terms—as defined by Samyang Korea—are broader than and deviate from their commonly understood definitions. SYUSA further generally objects to each Deposition Topic in which the terms "COMMUNICATION," or "DOCUMENT" appear on the grounds and to the extent that their inclusion in any Deposition Topic would render such Deposition Topic overly burdensome and oppressive, overly broad, not reasonably limited by time or scope, annoying or harassing. SYUSA further objects generally objects to each Deposition Topic in which these terms appear to the extent that they can be construed to impose obligations upon SYUSA that are greater than those imposed by the Federal Rules of Civil Procedure, the Local Rules of this Court, or any other applicable statute, rule or case law governing the discovery or disclosure of information. SYUSA further objects generally to each Deposition Topic in which the terms "DOCUMENT," or "COMMUNICATION" appear to the extent they purport to seek information not reasonably available to SYUSA.

SYUSA's general and specific objections are based upon information currently available to it. SYUSA's investigation and discovery in this action are ongoing, and SYUSA reserves the right to supplement its objections in the event that additional information is obtained through such investigation or discovery. Nothing contained in these objections is intended to be or should be construed as an admission by SYUSA of the relevance or admissibility at trial or on any motion of any information contained in these objections. By making these objections, SYUSA does not waive its right to assert additional objections at the time of deposition.

OBJECTIONS TO DEPOSITION TOPICS

SYUSA incorporates by reference each General Objection set forth above into each specific response set forth below. The assertion of same, similar, or

1 additional objections to the individual requests does not waive any of SYUSA's
2 General Objections.

3 **Deposition Topic No. 1:**

4 The business operations of SCCC from 1997 to the present.

5 **Objection to Topic No. 1:**

6 SYUSA objects to this Deposition Topic on the ground that it fails to
7 describe with reasonable particularity the matters for examination, as required by
8 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
9 Deposition Topic to the extent that it seeks information that is neither relevant to
10 the subject matter involved in this litigation, nor proportional to the needs of this
11 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
12 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
13 annoying or harassing. SYUSA further objects to this Deposition Topic on the
14 grounds and to the extent that it information that is not within the possession,
15 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
16 the grounds and to the extent that it seeks confidential or proprietary business data
17 or information. SYUSA further objects to this Deposition Topic on the grounds
18 that it is vague, ambiguous and uncertain in its use of the term "business
19 operations." SYUSA objects to this Deposition Topic to the extent that it requests
20 information that is protected or prohibited from disclosure under Federal,
21 California or other applicable law, including but not limited to, confidentiality
22 rights possessed by third parties. SYUSA objects to this Deposition Topic to the
23 extent that it seeks information protected by the attorney-client privilege, the work
24 product doctrine or any other privilege.

25 Subject to and without waiving the foregoing objections, SYUSA designates
26 See Young Lee to testify on its behalf as to this Deposition Matter.

1 **Deposition Topic No. 2:**

2 The business operations of SYUSA from 1997 to the present.

3 **Objection to Topic No. 2:**

4 SYUSA objects to this Deposition Topic on the ground that it fails to
5 describe with reasonable particularity the matters for examination, as required by
6 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
7 Deposition Topic to the extent that it seeks information that is neither relevant to
8 the subject matter involved in this litigation, nor proportional to the needs of this
9 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
10 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
11 annoying or harassing. SYUSA further objects to this Deposition Topic on the
12 grounds and to the extent that it seeks confidential or proprietary business data or
13 information. SYUSA further objects to this Deposition Topic on the grounds that
14 it is vague, ambiguous and uncertain in its use of the term "business operations."
15 SYUSA objects to this Deposition Topic to the extent that it requests information
16 that is protected or prohibited from disclosure under Federal, California or other
17 applicable law, including but not limited to, confidentiality rights possessed by
18 third parties. SYUSA objects to this Deposition Topic to the extent that it seeks
19 information protected by the attorney-client privilege, the work product doctrine or
20 any other privilege.

21 Subject to and without waiving the foregoing objections, SYUSA designates
22 See Young Lee to testify on its behalf as to this Deposition Matter.

23 **Deposition Topic No. 3:**

24 The details and circumstances of YOUR performance under the
25 DISTRIBUTION AGREEMENT from 1997 to August 1, 2016.
26
27
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Objection to Topic No. 3:

SYUSA objects to this Deposition Topic on the ground that it fails to describe with reasonable particularity the matters for examination, as required by Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this Deposition Topic to the extent that it seeks information that is neither relevant to the subject matter involved in this litigation, nor proportional to the needs of this case. SYUSA objects to this Deposition Topic on the grounds that it is overly burdensome and oppressive, overly broad, not reasonably limited by time or scope, annoying or harassing. SYUSA further objects to this Deposition Topic on the grounds and to the extent that it seeks confidential or proprietary business data or information. SYUSA further objects to this Deposition Topic on the grounds that it is vague, ambiguous and uncertain in its use of the phrase “details and circumstances,” and the term “performance.” SYUSA objects to this Deposition Topic to the extent that it requests information that is protected or prohibited from disclosure under Federal, California or other applicable law, including but not limited to, confidentiality rights possessed by third parties. SYUSA objects to this Deposition Topic to the extent that it seeks information protected by the attorney-client privilege, the work product doctrine or any other privilege.

Subject to and without waiving the foregoing objections, SYUSA designates See Young Lee to testify on its behalf as to this Deposition Matter.

Deposition Topic No. 4:

Facts and circumstances RELATING TO negotiations to terminate the DISTRIBUTION AGREEMENT in 2012 and 2013, including any and all DOCUMENTS and COMMUNICATIONS RELATING TO such termination.

Objection to Topic No. 4:

SYUSA objects to this Deposition Topic on the ground that it fails to describe with reasonable particularity the matters for examination, as required by

1 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
2 Deposition Topic to the extent that it seeks information that is neither relevant to
3 the subject matter involved in this litigation, nor proportional to the needs of this
4 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
5 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
6 annoying or harassing. SYUSA further objects to this Deposition Topic on the
7 grounds and to the extent that it information that is not within the possession,
8 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
9 the grounds and to the extent that it seeks confidential or proprietary business data
10 or information. SYUSA further objects to this Deposition Topic on the grounds
11 that it is vague, ambiguous and uncertain in its use of the phrase “facts and
12 circumstances.” SYUSA objects to this Deposition Topic to the extent that it
13 requests information that is protected or prohibited from disclosure under Federal,
14 California or other applicable law, including but not limited to, confidentiality
15 rights possessed by third parties. SYUSA objects to this Deposition Topic to the
16 extent that it seeks information protected by the attorney-client privilege, the work
17 product doctrine or any other privilege.

18 Subject to and without waiving the foregoing objections, SYUSA designates
19 See Young Lee to testify on its behalf as to this Deposition Matter.

20 **Deposition Topic No. 5:**

21 Facts and circumstances RELATING TO the August 1, 2016 termination of
22 the DISTRIBUTION AGREEMENT, including any and all DOCUMENTS and
23 COMMUNICATIONS RELATING TO such termination.

24 **Objection to Topic No. 5:**

25 SYUSA objects to this Deposition Topic on the ground that it fails to
26 describe with reasonable particularity the matters for examination, as required by
27 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
28

1 Deposition Topic to the extent that it seeks information that is neither relevant to
2 the subject matter involved in this litigation, nor proportional to the needs of this
3 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
4 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
5 annoying or harassing. SYUSA further objects to this Deposition Topic on the
6 grounds and to the extent that it information that is not within the possession,
7 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
8 the grounds and to the extent that it seeks confidential or proprietary business data
9 or information. SYUSA further objects to this Deposition Topic on the grounds
10 that it is vague, ambiguous and uncertain in its use of the term “facts and
11 circumstances,” and “termination.” SYUSA further objects to this Deposition
12 Topic to the extent it assumes facts not supported by any evidence; to the extent
13 SYUSA designates any officer, director or managing agent to testify on this
14 Deposition Topic, SYUSA does not admit the facts assumed and/or the existence
15 of facts supporting the assumption. SYUSA objects to this Deposition Topic to the
16 extent that it requests information that is protected or prohibited from disclosure
17 under Federal, California or other applicable law, including but not limited to,
18 confidentiality rights possessed by third parties. SYUSA objects to this Deposition
19 Topic to the extent that it seeks information protected by the attorney-client
20 privilege, the work product doctrine or any other privilege.

21 Subject to and without waiving the foregoing objections, SYUSA designates
22 Mun-Kyung Chung to testify on its behalf as to this Deposition Matter. However,
23 Ms. Chung is unavailable for deposition on the noticed date. SYUSA will make
24 her available at a date mutually convenient to the parties and their counsel.

25 **Deposition Topic No. 6:**

26 Facts and circumstances RELATING TO the execution of the
27 DISTRIBUTION AGREEMENT on November 29, 1997.

Objection to Topic No. 6:

SYUSA objects to this Deposition Topic on the ground that it fails to describe with reasonable particularity the matters for examination, as required by Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this Deposition Topic to the extent that it seeks information that is neither relevant to the subject matter involved in this litigation, nor proportional to the needs of this case. SYUSA objects to this Deposition Topic on the grounds that it is overly burdensome and oppressive, overly broad, not reasonably limited by time or scope, annoying or harassing. SYUSA further objects to this Deposition Topic on the grounds and to the extent that it information that is not within the possession, custody or control of SYUSA. SYUSA further objects to this Deposition Topic on the grounds that it is vague, ambiguous and uncertain in its use of the phrase “facts and circumstances,” and the term “execution.” SYUSA objects to this Deposition Topic to the extent that it seeks information protected by the attorney-client privilege, the work product doctrine or any other privilege.

Subject to and without waiving the foregoing objections, SYUSA designates Mun-Kyung Chung to testify on its behalf as to this Deposition Matter. However, Ms. Chung is unavailable for deposition on the noticed date. SYUSA will make her available at a date mutually convenient to the parties and their counsel.

Deposition Topic No. 7:

All facts supporting YOUR contentions in the FAC.

Objection to Topic No. 7:

SYUSA objects to this Deposition Topic on the ground that it fails to describe with reasonable particularity the matters for examination, as required by Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this Deposition Topic to the extent that it seeks information that is neither relevant to the subject matter involved in this litigation, nor proportional to the needs of this

1 case. SYUSA objects to this Deposition Topic on the grounds that its request for
2 “all facts supporting” the FAC renders this Deposition Topic overly burdensome
3 and oppressive, overly broad, not reasonably limited by time or scope, annoying or
4 harassing. SYUSA further objects to this Deposition Topic on the grounds and to
5 the extent that it information that is not within the possession, custody or control of
6 SYUSA. SYUSA further objects to this Deposition Topic on the grounds and to
7 the extent that it seeks confidential or proprietary business data or information.
8 SYUSA further objects to this Deposition Topic on the grounds that it is vague,
9 ambiguous and uncertain in its use of the term “contentions.” SYUSA objects to
10 this Deposition Topic to the extent that it requests information that is protected or
11 prohibited from disclosure under Federal, California or other applicable law,
12 including but not limited to, confidentiality rights possessed by third parties.
13 SYUSA objects to this Deposition Topic to the extent that it seeks information
14 protected by the attorney-client privilege, the work product doctrine or any other
15 privilege.

16 **Deposition Topic No. 8:**

17 YOUR incorporation and corporate structure, including YOUR corporate
18 relationship to ROYPAC and SCCC.

19 **Objection to Topic No. 8:**

20 SYUSA further objects to this Deposition Topic to the extent that it seeks
21 information that is neither relevant to the subject matter involved in this litigation,
22 nor proportional to the needs of this case. SYUSA further objects to this
23 Deposition Topic on the grounds and to the extent that it seeks confidential or
24 proprietary business data or information. SYUSA further objects to this
25 Deposition Topic on the grounds that it is vague, ambiguous and uncertain in its
26 use of the terms “corporate structure” and “corporate relationship.” SYUSA
27
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1 objects to this Deposition Topic to the extent that it seeks information protected by
2 the attorney-client privilege, the work product doctrine or any other privilege.

3 Subject to and without waiving the foregoing objections, SYUSA designates
4 See Young Lee to testify on its behalf as to this Deposition Matter.

5 **Deposition Topic No. 9:**

6 The title and responsibilities of each of YOUR current and former
7 employees, contractors, agents, and representatives.

8 **Objection to Topic No. 9:**

9 SYUSA objects to this Deposition Topic on the ground that it fails to
10 describe with reasonable particularity the matters for examination, as required by
11 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
12 Deposition Topic to the extent that it seeks information that is neither relevant to
13 the subject matter involved in this litigation, nor proportional to the needs of this
14 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
15 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
16 annoying or harassing. SYUSA further objects to this Deposition Topic on the
17 grounds and to the extent that it seeks confidential or proprietary business data or
18 information. SYUSA further objects to this Deposition Topic on the grounds that
19 it is vague, ambiguous and uncertain in its use of the term “responsibilities.”
20 SYUSA objects to this Deposition Topic to the extent that it requests information
21 that is protected or prohibited from disclosure under Federal, California or other
22 applicable law, including but not limited to, confidentiality rights possessed by
23 third parties. SYUSA objects to this Deposition Topic to the extent that it seeks
24 information protected by the attorney-client privilege, the work product doctrine or
25 any other privilege.

Deposition Topic No. 10:

YOUR assignment to SCCC and/or ROYPAC of any of YOUR rights or obligations under the DISTRIBUTION AGREEMENT.

Objection to Topic No. 10:

SYUSA objects to this Deposition Topic on the ground that it fails to describe with reasonable particularity the matters for examination, as required by Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this Deposition Topic to the extent it assumes facts not supported by any evidence; to the extent SYUSA designates any officer, director or managing agent to testify on this Deposition Topic, SYUSA does not admit the facts assumed and/or the existence of facts supporting the assumption. SYUSA further objects to this Deposition Topic to the extent that it seeks information that is neither relevant to the subject matter involved in this litigation, nor proportional to the needs of this case. SYUSA objects to this Deposition Topic on the grounds that it is overly burdensome and oppressive, overly broad, not reasonably limited by time or scope, annoying or harassing. SYUSA further objects to this Deposition Topic on the grounds that it is vague, ambiguous and uncertain in its use of the term “assignment,” and “rights and obligations.” SYUSA objects to this Deposition Topic to the extent that it seeks information protected by the attorney-client privilege, the work product doctrine or any other privilege.

Subject to and without waiving the foregoing objections, SYUSA designates See Young Lee to testify on its behalf as to this Deposition Matter.

Deposition Topic No. 11:

YOUR financial performance since YOUR inception.

Objection to Topic No. 11:

SYUSA objects to this Deposition Topic on the ground that it fails to describe with reasonable particularity the matters for examination, as required by

1 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
2 Deposition Topic to the extent that it seeks information that is neither relevant to
3 the subject matter involved in this litigation, nor proportional to the needs of this
4 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
5 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
6 annoying or harassing. SYUSA further objects to this Deposition Topic on the
7 grounds and to the extent that it seeks confidential or proprietary business data or
8 information. SYUSA further objects to this Deposition Topic on the grounds that
9 it is vague, ambiguous and uncertain in its use of the term “financial performance.”
10 SYUSA further objects to this Deposition Topic to the extent that it requests
11 information that is protected or prohibited from disclosure under Federal,
12 California or other applicable law, including but not limited to, confidentiality
13 rights possessed by third parties. SYUSA objects to this Deposition Topic to the
14 extent that it seeks information protected by the attorney-client privilege, the work
15 product doctrine or any other privilege.

16 Subject to and without waiving the foregoing objections, SYUSA designates
17 See Young Lee to testify on its behalf as to this Deposition Matter.

18 **Deposition Topic No. 12:**

19 YOUR financial statements from 1997 to the present.

20 **Objection to Topic No. 12:**

21 SYUSA objects to this Deposition Topic on the ground that it fails to
22 describe with reasonable particularity the matters for examination, as required by
23 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
24 Deposition Topic to the extent that it seeks information that is neither relevant to
25 the subject matter involved in this litigation, nor proportional to the needs of this
26 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
27 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
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1 annoying or harassing. SYUSA further objects to this Deposition Topic on the
2 grounds and to the extent that it information that is not within the possession,
3 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
4 the grounds and to the extent that it seeks confidential or proprietary business data
5 or information. SYUSA further objects to this Deposition Topic on the grounds
6 that it is vague, ambiguous and uncertain in its use of the term “financial
7 statements.” SYUSA further objects to this Deposition Topic to the extent that it
8 appears to be a request for documents. SYUSA further objects to this Deposition
9 Topic to the extent that it requests information that is protected or prohibited from
10 disclosure under Federal, California or other applicable law, including but not
11 limited to, confidentiality rights possessed by third parties. SYUSA objects to this
12 Deposition Topic to the extent that it seeks information protected by the attorney-
13 client privilege, the work product doctrine or any other privilege.

14 Subject to and without waiving the foregoing objections, SYUSA designates
15 See Young Lee to testify on its behalf as to this Deposition Matter.

16 **Deposition Topic No. 13:**

17 YOUR advertising and marketing efforts from 1996 to the present.

18 **Objection to Topic No. 13:**

19 SYUSA objects to this Deposition Topic on the ground that it fails to
20 describe with reasonable particularity the matters for examination, as required by
21 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
22 Deposition Topic to the extent that it seeks information that is neither relevant to
23 the subject matter involved in this litigation, nor proportional to the needs of this
24 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
25 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
26 annoying or harassing. SYUSA further objects to this Deposition Topic on the
27 grounds and to the extent that it information that is not within the possession,
28

1 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
2 the grounds and to the extent that it seeks confidential or proprietary business data
3 or information. SYUSA further objects to this Deposition Topic on the grounds
4 that it is vague, ambiguous and uncertain in its use of the term “advertising and
5 marketing efforts.” SYUSA further objects to this Deposition Topic to the extent
6 that it requests information that is protected or prohibited from disclosure under
7 Federal, California or other applicable law, including but not limited to,
8 confidentiality rights possessed by third parties. SYUSA objects to this Deposition
9 Topic to the extent that it seeks information protected by the attorney-client
10 privilege, the work product doctrine or any other privilege.

11 Subject to and without waiving the foregoing objections, SYUSA designates
12 See Young Lee to testify on its behalf as to this Deposition Matter.

13 **Deposition Topic No. 14:**

14 The dollar amount of YOUR purchase and sales of Samyang food products
15 from 1997 to present.

16 **Objection to Topic No. 14:**

17 SYUSA further objects to this Deposition Topic to the extent that it seeks
18 information that is neither relevant to the subject matter involved in this litigation,
19 nor proportional to the needs of this case. SYUSA objects to this Deposition Topic
20 on the grounds that it is overly burdensome and oppressive, overly broad, not
21 reasonably limited by time or scope, annoying or harassing. SYUSA further
22 objects to this Deposition Topic on the grounds and to the extent that it information
23 that is not within the possession, custody or control of SYUSA. SYUSA further
24 objects to this Deposition Topic on the grounds and to the extent that it seeks
25 confidential or proprietary business data or information. SYUSA further objects to
26 this Deposition Topic on the grounds that it is vague, ambiguous and uncertain in
27 its use of the phrase “dollar amounts of YOUR purchase and sales.” SYUSA
28

1 objects to this Deposition Topic to the extent that it requests information that is
2 protected or prohibited from disclosure under Federal, California or other
3 applicable law, including but not limited to, confidentiality rights possessed by
4 third parties. SYUSA objects to this Deposition Topic to the extent that it seeks
5 information protected by the attorney-client privilege, the work product doctrine or
6 any other privilege.

7 **Deposition Topic No. 15:**

8 YOUR efforts to sell, distribute, market, and promote Samyang's food
9 products and brand in Canada from 1997 to August 1, 2016, including any and all
10 distribution channels that YOU identified and developed in that region.

11 **Objection to Topic No. 15:**

12 SYUSA objects to this Deposition Topic on the ground that it fails to
13 describe with reasonable particularity the matters for examination, as required by
14 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
15 Deposition Topic to the extent that it seeks information that is neither relevant to
16 the subject matter involved in this litigation, nor proportional to the needs of this
17 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
18 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
19 annoying or harassing. SYUSA further objects to this Deposition Topic on the
20 grounds and to the extent that it information that is not within the possession,
21 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
22 the grounds and to the extent that it seeks confidential or proprietary business data
23 or information. SYUSA further objects to this Deposition Topic on the grounds
24 that it is vague, ambiguous and uncertain in its use of the phrase "efforts to sell,
25 distribute, market and promote," and the terms "distribution channels,"
26 "identified," and "developed." SYUSA objects to this Deposition Topic to the
27 extent that it requests information that is protected or prohibited from disclosure
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1 under Federal, California or other applicable law, including but not limited to,
2 confidentiality rights possessed by third parties. SYUSA objects to this Deposition
3 Topic to the extent that it seeks information protected by the attorney-client
4 privilege, the work product doctrine or any other privilege.

5 Subject to and without waiving the foregoing objections, SYUSA designates
6 See Young Lee to testify on its behalf as to this Deposition Matter.

7 **Deposition Topic No. 16:**

8 YOUR efforts to sell, distribute, market, and promote Samyang's food
9 products and brand in Mexico from 1997 to August 1, 2016, including any and all
10 distribution channels that YOU identified and developed in that region.

11 **Objection to Topic No. 16:**

12 SYUSA objects to this Deposition Topic on the ground that it fails to
13 describe with reasonable particularity the matters for examination, as required by
14 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
15 Deposition Topic to the extent that it seeks information that is neither relevant to
16 the subject matter involved in this litigation, nor proportional to the needs of this
17 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
18 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
19 annoying or harassing. SYUSA further objects to this Deposition Topic on the
20 grounds and to the extent that it information that is not within the possession,
21 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
22 the grounds and to the extent that it seeks confidential or proprietary business data
23 or information. SYUSA further objects to this Deposition Topic on the grounds
24 that it is vague, ambiguous and uncertain in its use of the phrase "efforts to sell,
25 distribute, market and promote," and the terms "distribution channels,"
26 "identified," and "developed." SYUSA objects to this Deposition Topic to the
27 extent that it requests information that is protected or prohibited from disclosure
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1 under Federal, California or other applicable law, including but not limited to,
2 confidentiality rights possessed by third parties. SYUSA objects to this Deposition
3 Topic to the extent that it seeks information protected by the attorney-client
4 privilege, the work product doctrine or any other privilege.

5 Subject to and without waiving the foregoing objections, SYUSA designates
6 See Young Lee to testify on its behalf as to this Deposition Matter.

7 **Deposition Topic No. 17:**

8 YOUR efforts to sell, distribute, market, and promote Samyang's food
9 products and brand in the West Coast region of the United States, from 1997 to
10 August 1, 2016, including any and all distribution channels that YOU identified
11 and developed in that region.

12 **Objection to Topic No. 17:**

13 SYUSA objects to this Deposition Topic on the ground that it fails to
14 describe with reasonable particularity the matters for examination, as required by
15 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
16 Deposition Topic to the extent that it seeks information that is neither relevant to
17 the subject matter involved in this litigation, nor proportional to the needs of this
18 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
19 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
20 annoying or harassing. SYUSA further objects to this Deposition Topic on the
21 grounds and to the extent that it information that is not within the possession,
22 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
23 the grounds and to the extent that it seeks confidential or proprietary business data
24 or information. SYUSA further objects to this Deposition Topic on the grounds
25 that it is vague, ambiguous and uncertain in its use of the phrase "efforts to sell,
26 distribute, market and promote," and the terms "West Coast region," "distribution
27 channels," "identified," and "developed." SYUSA objects to this Deposition Topic
28

1 to the extent that it requests information that is protected or prohibited from
2 disclosure under Federal, California or other applicable law, including but not
3 limited to, confidentiality rights possessed by third parties. SYUSA objects to this
4 Deposition Topic to the extent that it seeks information protected by the attorney-
5 client privilege, the work product doctrine or any other privilege.

6 Subject to and without waiving the foregoing objections, SYUSA designates
7 See Young Lee to testify on its behalf as to this Deposition Matter.

8 **Deposition Topic No. 18:**

9 YOUR efforts to sell, distribute, market, and promote Samyang's food
10 products and brand in the East Coast region of the United States from 1997 to
11 August 1, 2016, including any and all distribution channels that YOU identified
12 and developed in that region.

13 **Objection to Topic No. 18:**

14 SYUSA objects to this Deposition Topic on the ground that it fails to
15 describe with reasonable particularity the matters for examination, as required by
16 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
17 Deposition Topic to the extent that it seeks information that is neither relevant to
18 the subject matter involved in this litigation, nor proportional to the needs of this
19 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
20 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
21 annoying or harassing. SYUSA further objects to this Deposition Topic on the
22 grounds and to the extent that it information that is not within the possession,
23 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
24 the grounds and to the extent that it seeks confidential or proprietary business data
25 or information. SYUSA further objects to this Deposition Topic on the grounds
26 that it is vague, ambiguous and uncertain in its use of the phrase "efforts to sell,
27 distribute, market and promote," and the terms "East Coast region," "distribution
28

1 channels,” “identified,” and “developed.” SYUSA objects to this Deposition Topic
2 to the extent that it requests information that is protected or prohibited from
3 disclosure under Federal, California or other applicable law, including but not
4 limited to, confidentiality rights possessed by third parties. SYUSA objects to this
5 Deposition Topic to the extent that it seeks information protected by the attorney-
6 client privilege, the work product doctrine or any other privilege.

7 Subject to and without waiving the foregoing objections, SYUSA designates
8 See Young Lee to testify on its behalf as to this Deposition Matter.

9 **Deposition Topic No. 19:**

10 Any and all trademarks or copyrights YOU have registered or attempted to
11 register in the United States, Canada, or Mexico RELATING TO Samyang or
12 Samyang’s food products.

13 **Objection to Topic No. 19:**

14 SYUSA objects to this Deposition Topic on the ground that it fails to
15 describe with reasonable particularity the matters for examination, as required by
16 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
17 Deposition Topic to the extent that it seeks information that is neither relevant to
18 the subject matter involved in this litigation, nor proportional to the needs of this
19 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
20 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
21 annoying or harassing. Samyang further objects to this Deposition Topic to the
22 extent that it seeks information equally available to Samyang Korea or information
23 readily available from public records. SYUSA further objects to this Deposition
24 Topic on the grounds that it is vague, ambiguous and uncertain in its use of the
25 phrase “RELATING TO Samyang or Samyang’s food products.” SYUSA objects
26 to this Deposition Topic to the extent that it seeks information protected by the
27 attorney-client privilege, the work product doctrine or any other privilege.

1 Subject to and without waiving the foregoing objections, SYUSA designates
2 See Young Lee to testify on its behalf as to this Deposition Matter.

3 **Deposition Topic No. 20:**

4 Any analysis or study of the ramen market in North America (or any part
5 thereof) that YOU conducted from 1997 to the present.

6 **Objection to Topic No. 20:**

7 SYUSA objects to this Deposition Topic on the ground that it fails to
8 describe with reasonable particularity the matters for examination, as required by
9 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
10 Deposition Topic to the extent that it seeks information that is neither relevant to
11 the subject matter involved in this litigation, nor proportional to the needs of this
12 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
13 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
14 annoying or harassing. SYUSA further objects to this Deposition Topic on the
15 grounds and to the extent that it information that is not within the possession,
16 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
17 the grounds and to the extent that it seeks confidential or proprietary business data
18 or information. SYUSA further objects to this Deposition Topic on the grounds
19 that it is vague, ambiguous and uncertain in its use of the terms “analysis,” “study,”
20 “ramen market,” and “conducted.” SYUSA objects to this Deposition Topic to the
21 extent that it requests information that is protected or prohibited from disclosure
22 under Federal, California or other applicable law, including but not limited to,
23 confidentiality rights possessed by third parties. SYUSA objects to this Deposition
24 Topic to the extent that it seeks information protected by the attorney-client
25 privilege, the work product doctrine or any other privilege.

26 Subject to and without waiving the foregoing objections, SYUSA designates
27 See Young Lee to testify on its behalf as to this Deposition Matter.

1 **Deposition Topic No. 21:**

2 Any analysis or study of YOUR competitors in North America (or any part
3 thereof) that YOU conducted from 1997 to the present.

4 **Objection to Topic No. 21:**

5 SYUSA objects to this Deposition Topic on the ground that it fails to
6 describe with reasonable particularity the matters for examination, as required by
7 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
8 Deposition Topic to the extent that it seeks information that is neither relevant to
9 the subject matter involved in this litigation, nor proportional to the needs of this
10 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
11 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
12 annoying or harassing. SYUSA further objects to this Deposition Topic on the
13 grounds and to the extent that it information that is not within the possession,
14 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
15 the grounds and to the extent that it seeks confidential or proprietary business data
16 or information. SYUSA further objects to this Deposition Topic on the grounds
17 that it is vague, ambiguous and uncertain in its use of the terms “analysis,” “study,”
18 “competitors,” and “conducted.” SYUSA objects to this Deposition Topic to the
19 extent that it requests information that is protected or prohibited from disclosure
20 under Federal, California or other applicable law, including but not limited to,
21 confidentiality rights possessed by third parties. SYUSA objects to this Deposition
22 Topic to the extent that it seeks information protected by the attorney-client
23 privilege, the work product doctrine or any other privilege.

24 Subject to and without waiving the foregoing objections, SYUSA designates
25 See Young Lee to testify on its behalf as to this Deposition Matter.

1 **Deposition Topic No. 22:**

2 Identities of all individuals or entities to which YOU sold ramen from 1997
3 to the present.

4 **Objection to Topic No. 22:**

5 SYUSA objects to this Deposition Topic on the ground that it fails to
6 describe with reasonable particularity the matters for examination, as required by
7 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
8 Deposition Topic to the extent that it seeks information that is neither relevant to
9 the subject matter involved in this litigation, nor proportional to the needs of this
10 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
11 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
12 annoying or harassing. SYUSA further objects to this Deposition Topic on the
13 grounds and to the extent that it information that is not within the possession,
14 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
15 the grounds and to the extent that it seeks confidential or proprietary business data
16 or information. SYUSA further objects to this Deposition Topic on the grounds
17 that it is vague, ambiguous and uncertain in its use of the term “identities.”
18 SYUSA objects to this Deposition Topic to the extent that it requests information
19 that is protected or prohibited from disclosure under Federal, California or other
20 applicable law, including but not limited to, confidentiality rights possessed by
21 third parties. SYUSA objects to this Deposition Topic to the extent that it seeks
22 information protected by the attorney-client privilege, the work product doctrine or
23 any other privilege.

24 **Deposition Topic No. 23:**

25 Any COMMUNICATIONS between YOU and Samyang (or any of its
26 predecessors or affiliates) from 1997 to the present.
27
28

Objection to Topic No. 23:

SYUSA objects to this Deposition Topic on the ground that it fails to describe with reasonable particularity the matters for examination, as required by Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this Deposition Topic to the extent that it seeks information that is neither relevant to the subject matter involved in this litigation, nor proportional to the needs of this case. SYUSA objects to this Deposition Topic on the grounds that it is overly burdensome and oppressive, overly broad, not reasonably limited by time or scope, annoying or harassing, including in its use of the overly-broad defined term “COMMUNICATIONS,” and its failure to identify the relevant content or information of such “COMMUNICATIONS.” SYUSA further objects to this Deposition Topic on the grounds and to the extent that it information that is not within the possession, custody or control of SYUSA. SYUSA further objects to this Deposition Topic on the grounds and to the extent that it seeks confidential or proprietary business data or information. SYUSA further objects to this Deposition Topic on the grounds that it is vague, ambiguous and uncertain in its use of the terms “predecessors,” and “affiliates.” SYUSA objects to this Deposition Topic to the extent that it requests information that is protected or prohibited from disclosure under Federal, California or other applicable law, including but not limited to, confidentiality rights possessed by third parties. SYUSA objects to this Deposition Topic to the extent that it seeks information protected by the attorney-client privilege, the work product doctrine or any other privilege.

Subject to and without waiving the foregoing objections, SYUSA designates See Young Lee to testify on its behalf as to this Deposition Matter.

Deposition Topic No. 24:

Any business plans YOU prepared from 1997 to the present.

Objection to Topic No. 24:

SYUSA objects to this Deposition Topic on the ground that it fails to describe with reasonable particularity the matters for examination, as required by Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this Deposition Topic to the extent that it seeks information that is neither relevant to the subject matter involved in this litigation, nor proportional to the needs of this case. SYUSA objects to this Deposition Topic on the grounds that it is overly burdensome and oppressive, overly broad, not reasonably limited by time or scope, annoying or harassing. SYUSA further objects to this Deposition Topic on the grounds and to the extent that it information that is not within the possession, custody or control of SYUSA. SYUSA further objects to this Deposition Topic on the grounds and to the extent that it seeks confidential or proprietary business data or information. SYUSA further objects to this Deposition Topic on the grounds that it is vague, ambiguous and uncertain in its use of the term "business plans." SYUSA objects to this Deposition Topic to the extent that it requests information that is protected or prohibited from disclosure under Federal, California or other applicable law, including but not limited to, confidentiality rights possessed by third parties. SYUSA further objects to this Deposition Topic on the ground that it appears to be a request for documents. SYUSA objects to this Deposition Topic to the extent that it seeks information protected by the attorney-client privilege, the work product doctrine or any other privilege.

Subject to and without waiving the foregoing objections, SYUSA designates See Young Lee to testify on its behalf as to this Deposition Matter.

Deposition Topic No. 25:

The assertions made in YOUR September 12, 2016 letter to Grand Supercenter and any other similar COMMUNICATIONS YOU sent to distributors

1 or retailers RELATING TO the DISTRIBUTION AGREEMENT and/or YOUR
2 alleged rights thereunder.

3 **Objection to Topic No. 25:**

4 SYUSA objects to this Deposition Topic on the ground that it fails to
5 describe with reasonable particularity the matters for examination, as required by
6 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
7 Deposition Topic to the extent that it seeks information that is neither relevant to
8 the subject matter involved in this litigation, nor proportional to the needs of this
9 case. SYUSA further objects to this Deposition Topic on the grounds and to the
10 extent that it seeks confidential or proprietary business data or information.
11 SYUSA further objects to this Deposition Topic on the grounds that it is vague,
12 ambiguous and uncertain in its use of the phrases “assertions made,” and “other
13 similar COMMUNICATIONS.” SYUSA objects to this Deposition Topic to the
14 extent that it requests information that is protected or prohibited from disclosure
15 under Federal, California or other applicable law, including but not limited to,
16 confidentiality rights possessed by third parties. SYUSA objects to this Deposition
17 Topic to the extent that it seeks information protected by the attorney-client
18 privilege, the work product doctrine or any other privilege.

19 Subject to and without waiving the foregoing objections, SYUSA designates
20 See Young Lee to testify on its behalf as to this Deposition Matter.

21 **Deposition Topic No. 26:**

22 The assertions made in YOUR July 12, 2012 letter to Samyang, and any
23 other similar COMMUNICATIONS YOU sent to Samyang or its affiliates,
24 RELATING TO the alleged importation of Samyang’s products in North America
25 through companies other than SYUSA.

Objection to Topic No. 26:

SYUSA objects to this Deposition Topic on the ground that it fails to describe with reasonable particularity the matters for examination, as required by Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this Deposition Topic to the extent that it seeks information that is neither relevant to the subject matter involved in this litigation, nor proportional to the needs of this case. SYUSA objects to this Deposition Topic on the grounds that it is overly burdensome and oppressive, overly broad, not reasonably limited by time or scope, annoying or harassing. SYUSA further objects to this Deposition Topic on the grounds and to the extent that it information that is not within the possession, custody or control of SYUSA. SYUSA further objects to this Deposition Topic on the grounds that it is vague, ambiguous and uncertain in its use of the phrase “assertions made,” “other similar COMMUNICATIONS,” and “affiliates.” SYUSA objects to this Deposition Topic to the extent that it seeks information protected by the attorney-client privilege, the work product doctrine or any other privilege.

Subject to and without waiving the foregoing objections, SYUSA designates See Young Lee to testify on its behalf as to this Deposition Matter.

Deposition Topic No. 27:

Any and all damages or injury YOU contend YOU have suffered as a result of Samyang’s alleged breach of the DISTRIBUTION AGREEMENT.

Objection to Topic No. 27:

SYUSA objects to this Deposition Topic on the ground that it fails to describe with reasonable particularity the matters for examination, as required by Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this Deposition Topic to the extent that it seeks information that is neither relevant to the subject matter involved in this litigation, nor proportional to the needs of this case. SYUSA further objects to this Deposition Topic on the grounds that it its

1 properly the subject of expert testimony. SYUSA object to this Deposition Topic
2 to the extent that it calls for speculation and/or a legal opinion and conclusion.
3 SYUSA objects to this Deposition Topic to the extent that it seeks information
4 protected by the attorney-client privilege, the work product doctrine or any other
5 privilege. SYUSA object to this Deposition Topic on the grounds that it is overly
6 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
7 annoying or harassing.

8 Subject to and without waiving the foregoing objections, SYUSA designates
9 See Young Lee to testify on its behalf as to this Deposition Matter.

10 **Deposition Topic No. 28:**

11 Any and all damages or injury YOU contend YOU have suffered as a result
12 of Samyang's termination of the DISTRIBUTION AGREEMENT.

13 **Objection to Topic No. 28:**

14 SYUSA objects to this Deposition Topic on the ground that it fails to
15 describe with reasonable particularity the matters for examination, as required by
16 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
17 Deposition Topic to the extent that it seeks information that is neither relevant to
18 the subject matter involved in this litigation, nor proportional to the needs of this
19 case. SYUSA further objects to this Deposition Topic on the grounds that it is
20 properly the subject of expert testimony. SYUSA object to this Deposition Topic
21 to the extent that it calls for speculation and/or a legal opinion and conclusion.
22 SYUSA objects to this Deposition Topic to the extent that it seeks information
23 protected by the attorney-client privilege, the work product doctrine or any other
24 privilege. SYUSA object to this Deposition Topic on the grounds that it is overly
25 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
26 annoying or harassing. SYUSA further objects to this Deposition Topic to the
27 extent it assumes facts not supported by any evidence; to the extent SYUSA
28

1 designates any officer, director or managing agent to testify on this Deposition
2 Topic, SYUSA does not admit the facts assumed and/or the existence of facts
3 supporting the assumption.

4 Subject to and without waiving the foregoing objections, SYUSA designates
5 See Young Lee to testify on its behalf as to this Deposition Matter.

6 **Deposition Topic No. 29:**

7 Any and all actions YOU took from April 21, 2016 to August 1, 2016 to
8 avoid or mitigate any alleged business losses or damages from resulting from
9 termination of the DISTRIBUTION AGREEMENT.

10 **Objection to Topic No. 29:**

11 SYUSA objects to this Deposition Topic on the ground that it fails to
12 describe with reasonable particularity the matters for examination, as required by
13 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
14 Deposition Topic to the extent that it seeks information that is neither relevant to
15 the subject matter involved in this litigation, nor proportional to the needs of this
16 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
17 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
18 annoying or harassing. SYUSA further objects to this Deposition Topic on the
19 grounds and to the extent that it seeks confidential or proprietary business data or
20 information. SYUSA objects to this Deposition Topic to the extent that it requests
21 information that is protected or prohibited from disclosure under Federal,
22 California or other applicable law, including but not limited to, confidentiality
23 rights possessed by third parties. SYUSA objects to this Deposition Topic to the
24 extent that it seeks information protected by the attorney-client privilege, the work
25 product doctrine or any other privilege. SYUSA further objects to this Deposition
26 Topic to the extent it assumes facts not supported by any evidence; to the extent
27 SYUSA designates any officer, director or managing agent to testify on this
28

1 Deposition Topic, SYUSA does not admit the facts assumed and/or the existence
2 of facts supporting the assumption.

3 Subject to and without waiving the foregoing objections, SYUSA designates
4 See Young Lee to testify on its behalf as to this Deposition Matter.

5 **Deposition Topic No. 30:**

6 YOUR INTERROGATORY RESPONSES.

7 **Objection to Topic No. 30:**

8 SYUSA objects to this Deposition Topic on the ground that it fails to
9 describe with reasonable particularity the matters for examination, as required by
10 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
11 Deposition Topic to the extent that it seeks information that is neither relevant to
12 the subject matter involved in this litigation, nor proportional to the needs of this
13 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
14 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
15 annoying or harassing. SYUSA further objects to this Deposition Topic on the
16 grounds and to the extent that it information that is not within the possession,
17 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
18 the grounds and to the extent that it seeks confidential or proprietary business data
19 or information. SYUSA further objects to this Deposition Topic on the grounds
20 that it is vague, ambiguous and uncertain in its use of the term “business
21 operations.” SYUSA objects to this Deposition Topic to the extent that it requests
22 information that is protected or prohibited from disclosure under Federal,
23 California or other applicable law, including but not limited to, confidentiality
24 rights possessed by third parties. SYUSA objects to this Deposition Topic to the
25 extent that it seeks information protected by the attorney-client privilege, the work
26 product doctrine or any other privilege.

1 Subject to and without waiving the foregoing objections, SYUSA designates
2 See Young Lee to testify on its behalf as to this Deposition Matter.

3 **Deposition Topic No. 31:**

4 YOUR RFP RESPONSES.

5 **Objection to Topic No. 31:**

6 SYUSA objects to this Deposition Topic on the ground that it fails to
7 describe with reasonable particularity the matters for examination, as required by
8 Federal Rule of Civil Procedure 30(b)(6). SYUSA further objects to this
9 Deposition Topic to the extent that it seeks information that is neither relevant to
10 the subject matter involved in this litigation, nor proportional to the needs of this
11 case. SYUSA objects to this Deposition Topic on the grounds that it is overly
12 burdensome and oppressive, overly broad, not reasonably limited by time or scope,
13 annoying or harassing. SYUSA further objects to this Deposition Topic on the
14 grounds and to the extent that it information that is not within the possession,
15 custody or control of SYUSA. SYUSA further objects to this Deposition Topic on
16 the grounds and to the extent that it seeks confidential or proprietary business data
17 or information. SYUSA further objects to this Deposition Topic on the grounds
18 that it is vague, ambiguous and uncertain in its use of the term "business
19 operations." SYUSA objects to this Deposition Topic to the extent that it requests
20 information that is protected or prohibited from disclosure under Federal,
21 California or other applicable law, including but not limited to, confidentiality
22 rights possessed by third parties. SYUSA objects to this Deposition Topic to the
23 extent that it seeks information protected by the attorney-client privilege, the work
24 product doctrine or any other privilege.

25 Subject to and without waiving the foregoing objections, SYUSA designates
26 See Young Lee to testify on its behalf as to this Deposition Matter.

1 DATED: December 20, 2016

SEYFARTH SHAW LLP

2
3 By

4 Eric R. McDonough
5 Aaron Belzer

6 Attorneys for Plaintiffs and Counter-Defendants
7 SAM YANG (U.S.A.), INC.; ROYPAC, INC.
8 dba S.C. CONTINENT CORPORATION; and
9 MUN-KYUNG CHUN
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PROOF OF SERVICE

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

I am employed by Nationwide Legal, Inc. in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 1609 W. James M. Wood Blvd., Los Angeles, CA 90015. On December 20, 2016, I served the within documents:

PLAINTIFF AND COUNTER-DEFENDANT SAM YANG (U.S.A.) INC.'S
OBJECTIONS TO PLAINTIFF SAMYANG FOOD CO., LTD'S NOTICE OF
DEPOSITION UNDER FED.R.CIV.P.30(B)(6)

- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth below.
- ☒ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above, together with an unsigned copy of this declaration, in a sealed envelope or package provided by an overnight delivery carrier with postage paid on account and deposited for collection with the overnight carrier at Los Angeles, California, addressed as set forth below.
- ☐ by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.
- ☐ electronically by using the Court's ECF/CM System.

Ekwan E. Rhow
erhow@birdmarella.com
Ashley D. Bowman
abowman@birdmarella.com
Kate S. Shin
kshin@birdmarell.com
BIRD,MARELLA, BOXER, WOLPER, NESSIM, DROOKS,
LINCENBERG & RHOW, P.C.
1875 Century Park East, 23rd Floor
Los Angeles, CA 90067-2561
T: (310) 201-2100 F: (310) 201-2110

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course

1 of business. I am aware that on motion of the party served, service is presumed invalid if
2 postal cancellation date or postage meter date is more than one day after date of deposit
for mailing in affidavit.

3 I declare that I am employed in the office of a member of the bar of this court at
4 whose direction the service was made.

5 Executed on December 20, 2016, at Los Angeles, California.

6 _____
Signature

7 _____
8
9 Print Name

EXHIBIT 4

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

SAM YANG (U.S.A.) INC.,)
ROYPAC, INC., dba S.C.)
CONTINENT CORPORATION,)
)
Plaintiffs,)
)
vs.) No. 2:15-cv-07697 AB (KSx)
)
SAMYANG FOODS CO., LTD.;)
and Does 1 through 20,)
inclusive,)
)
Defendants.)

SAMYANG FOODS CO., LTD.,)
)
Counter-Claimant,)
)
vs.)
)
SAM YANG (U.S.A.) INC.,)
ROYPAC, INC. dba S.C.)
CONTINENT CORPORATION;)
MUN-KYUNG CHUN, and Does 1)
through 20, inclusive,)
)
Counter-Defendants.)

DEPOSITION OF MUN-KYUNG CHUN
LOS ANGELES, CALIFORNIA
WEDNESDAY, MAY 10, 2017

Job No. 2604288
Reported by:
RICKI Q. MELTON, RPR
CSR No. 9400
PAGES 1 - 159

```
1 | you started as controller in 1985? | 10:04:49
```

2	A	Yes.	10:04:56
---	---	------	----------

3	Q	What was the salary?	10:04:58
---	---	----------------------	----------

4	A	I started at \$3,000.	10:05:02
---	---	-----------------------	----------

5	Q	A year or a month?	10:05:08
---	---	--------------------	----------

6	A	A month.	10:05:14
---	---	----------	----------

7 Q Okay. I was going to say you should have 10:05:14

8 | asked your dad for more. 10:05:20

9	You owned shares -- as of 1997, you owned	10:05:25
---	---	----------

10	shares of Samyang Korea; correct?	10:05:33
----	-----------------------------------	----------

11	A	Yes.	10:05:43
----	---	------	----------

12	Q	How much?	10:05:44
----	---	-----------	----------

13	A	Must I say?	10:05:51
----	---	-------------	----------

14	Q	Yes.	10:05:52
----	---	------	----------

15	A	I recall that it's 20,600 shares.	10:05:53
----	---	-----------------------------------	----------

16	Q	Do you know what percentage of the total	10:06:08
----	---	--	----------

17	shares that was at the time?	10:06:10
----	------------------------------	----------

18	A	No.	10:06:19
----	---	-----	----------

19 Q Do you know how you -- who gave you those 10:06:20

20	shares?	10:06:22
----	---------	----------

21	A	My father.	10:06:26
----	---	------------	----------

22	Q	When did he give you those shares?	10:06:27
----	---	------------------------------------	----------

23	A	I don't recall.	10:06:33
----	---	-----------------	----------

24	Q	Okay. After 1997 -- and, again, let's put 10:06:34
----	---	--

25 a time frame on here. I don't want to bring this 10:06:56

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1	up unnecessarily, but your father passed away in	10:06:58
2	what year?	10:07:01
3	A I recall that it was in 2015.	10:07:15
4	Q So between 1998 and before your father	10:07:18
5	passed away in 2015, did you obtain any additional	10:07:23
6	shares of Samyang Korea?	10:07:26
7	A No.	10:07:42
8	Q And the shares that you owned, the 20,600	10:07:44
9	shares, do you still own those today?	10:07:49
10	A Yes.	10:07:56
11	Q In or around 1997, do you recall an event	10:08:07
12	that happened in Korea called the IMF Crisis?	10:08:13
13	A Yes.	10:08:21
14	Q And tell me what -- generally speaking,	10:08:22
15	what was the IMF Crisis?	10:08:25
16	MR. McDONOUGH: Vague, ambiguous,	10:08:31
17	overbroad.	10:08:32
18	You may answer.	10:08:33
19	THE WITNESS: So IMF is referring to the	10:08:40
20	foreign currency crisis.	10:08:45
21	At that time, not only the Korea as a	10:08:55
22	nation but Samyang Korea was in crisis as well.	10:08:58
23	Samyang Korea did not have money and also didn't	10:09:08
24	have a place to borrow money from. So that's what	10:09:11
25	the situation was there.	10:09:17

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1 BY MR. RHOW: 10:09:22

2 Q How did you know this? 10:09:22

3 A It's because I read it on the newspaper 10:09:32

4 and I also heard it from my father during our 10:09:34

5 conversations. 10:09:38

6 MR. McDONOUGH: I belatedly object to 10:09:39

7 "this" being vague and ambiguous. 10:09:42

8 Her answer contained a number of different 10:09:43

9 things. I don't know what you were referring to 10:09:46

10 when you asked her what she knew or how she knew it. 10:09:48

11 BY MR. RHOW: 10:10:00

12 Q Okay. You discussed the IMF crisis with 10:10:00

13 your father at the time; correct? 10:10:04

14 A Yes. 10:10:10

15 Q And you understood that Samyang Korea was 10:10:11

16 in crisis? 10:10:14

17 A Yes. 10:10:22

18 Q These were the most difficult times that 10:10:23

19 Samyang Korea had ever faced; correct? 10:10:25

20 MR. McDONOUGH: Object insofar as it lacks 10:10:32

21 foundation, calls for speculation. 10:10:35

22 You may answer. 10:10:37

23 THE WITNESS: Yes. 10:10:42

24 BY MR. RHOW: 10:10:43

25 Q And not only was Samyang USA -- strike 10:10:45

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1 that. 10:10:47

2 Not only was Samyang Korea having 10:10:47

3 difficulties borrowing money, it also was having 10:10:49

4 difficulties obtaining foreign currency; true? 10:10:54

5 MR. McDONOUGH: Objection. Vague as to 10:11:11

6 time. 10:11:12

7 THE WITNESS: Yes. 10:11:13

8 BY MR. RHOW: 10:11:13

9 Q Okay. In fact, in 1997, there was a 10:11:14

10 potential that Samyang Korea would have to go into 10:11:18

11 bankruptcy. 10:11:20

12 MR. McDONOUGH: Lacks foundation, calls 10:11:27

13 for speculation. 10:11:30

14 You may answer. 10:11:30

15 THE WITNESS: Yes. 10:11:32

16 BY MR. RHOW: 10:11:34

17 Q In fact, in 1997, there was a potential 10:11:36

18 that creditors would take over Samyang Korea. 10:11:39

19 MR. McDONOUGH: Same objections. Lacks 10:11:52

20 foundation, calls for speculation. 10:11:54

21 You may answer. 10:11:55

22 THE WITNESS: Yes. 10:11:56

23 BY MR. RHOW: 10:12:02

24 Q Samyang USA was a source of foreign 10:12:05

25 capital in 1997; right? 10:12:07

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1	A	Can you repeat that for me again?	10:12:19
2	Q	Sure.	10:12:21
3		In 1997, Samyang USA was a source of	10:12:21
4		foreign capital because it was selling products	10:12:26
5		outside of Korea.	10:12:29
6	MR. McDONOUGH:	Objection. Vague and	10:12:48
7		ambiguous.	10:12:50
8		You may answer.	10:12:51
9	THE WITNESS:	Can you make it more easier	10:12:55
10		for me to understand?	10:12:58
11	BY MR. RHOW:		10:12:59
12	Q	I'll try, and if you don't understand the	10:12:59
13		question, absolutely what you are doing is	10:13:03
14		appropriate.	10:13:05
15		Samyang USA sold goods outside of Korea;	10:13:11
16		right?	10:13:14
17	A	When you say -- when you say "outside of	10:13:25
18		Korea," are you referring to third country besides	10:13:29
19		U.S.?	10:13:32
20	Q	Let's use the U.S.	10:13:33
21		Okay. Samyang USA in 1997 sold products	10:13:36
22		in the United States.	10:13:40
23	A	Yes.	10:13:45
24	Q	And it collected U.S. dollars.	10:13:46
25	A	Yes.	10:13:52

1 Q And my question was directed at who you 10:15:39
2 talked to at Samyang Korea. So let me rephrase it. 10:15:42
3 Generally speaking, between 1985 and 1997, 10:15:44
4 you did speak with your father at Samyang Korea 10:15:51
5 about Samyang USA operations; right? 10:15:54

6 A Yes. 10:15:54

7 Q Okay. And your father was the primary 10:16:16
8 person at Samyang Korea you would talk to about 10:16:18
9 Samyang USA operations? 10:16:21

10 A Yes. 10:16:25

11 Q Going back to the topic we were on, I 10:16:34
12 think you had said that you had talked with your 10:16:40
13 father in 1997 about how the IMF crisis was 10:16:42
14 affecting Samyang USA. Tell me about those 10:16:49
15 conversations. 10:16:51

16 MR. McDONOUGH: Vague, ambiguous, 10:17:03
17 overbroad, compound, potentially calls for multiple 10:17:05
18 narratives. 10:17:10

19 You may answer. 10:17:11

20 THE WITNESS: My father told me that the 10:17:21
21 Samyang Korea was in a very hard situation. 10:17:27

22 BY MR. RHOW: 10:17:34

23 Q And how did he say that the IMF crisis was 10:17:35
24 affecting or could affect Samyang USA? 10:17:39

25 A Rather than talking about the effects on 10:18:04

1 Samyang USA, he mostly talked about the effects on 10:18:06
2 Samyang Korea. 10:18:09

3 Q Do you recall discussing with your father 10:18:13
4 the concept of separating Samyang USA from Samyang 10:18:16
5 Korea in order to avoid creditors? 10:18:22

6 A We discussed about something like that a 10:18:45
7 little. 10:18:47

8 Q Okay. And do you recall discussing with 10:18:49
9 your father that by separating Samyang USA from 10:18:51
10 Samyang Korea, he could protect Samyang USA from a 10:18:56
11 potential bankruptcy? 10:19:01

12 MR. McDONOUGH: The question is ambiguous. 10:19:16
13 You may answer. 10:19:18

14 THE WITNESS: I think we talked about 10:19:20
15 something like that as well. 10:19:24

16 BY MR. RHOW: 10:19:26

17 Q And do you recall discussing with your 10:19:26
18 father that, by changing ownership of Samyang USA, 10:19:28
19 it would be more difficult for Samyang Korea's 10:19:36
20 creditors to attack Samyang USA? 10:19:39

21 A We didn't talk about anything as such 10:20:13
22 right after IMF happened. 10:20:16

23 Q Did you ever talk about that? 10:20:18

24 A I recall it was after the happening. 10:20:23

25 Q Sometime in 1997? 10:20:26

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1	A	Yes, it was sometime after.	10:20:36
2	Q	What else do you recall about the	10:20:38
3		conversations you had with your father about	10:20:40
4		separating Samyang Korea and Samyang USA?	10:20:43
5	MR. McDONOUGH:	Vague, ambiguous,	10:20:53
6		overbroad, potentially calls for multiple	10:20:57
7		narratives.	10:20:59
8		You may answer.	10:21:00
9	THE WITNESS:	Rather than we discuss about	10:21:02
10		something like that, because he was in urgent need	10:21:15
11		for cash, he -- or capital, rather, he asked me for	10:21:20
12		money. He asked me to loan him the money.	10:21:24
13	BY MR. RHOW:		10:21:27
14	Q	Asked you personally?	10:21:28
15	A	Yes.	10:21:30
16	Q	And did you loan him money?	10:21:32
17	A	Yes.	10:21:35
18	Q	How much?	10:21:36
19	A	At that time in U.S. currency, I loaned	10:21:48
20		him \$500,000.	10:21:52
21	Q	Okay. We will get to that in a second,	10:21:55
22		but when was that loan made? Do you recall?	10:21:58
23	A	I recall it was sometime in November or	10:22:15
24		December.	10:22:18
25	Q	What year?	10:22:18

1 THE WITNESS: So at that time -- the 10:43:20
2 Korean money, the 1 billion, 2 billion, 3 billion, 10:43:28
3 it had the value -- more value -- Korean money, 10:43:31
4 1 billion, 2 billion, or even 3 billion had the 10:43:36
5 equal value in the U.S. of \$300 million or more. 10:43:40

6 MR. JIN: 30 million. 10:44:04

7 THE INTERPRETER: So interpreter would 10:44:05
8 like to stand corrected. May the interpreter just 10:44:06
9 clarify with the witness? 10:44:09

10 MR. RHOW: Please. 10:44:10

11 THE WITNESS: So -- so at that time, the 10:44:20
12 Korean Won going from billion, 2 billion, even up 10:44:25
13 to 3 billion won was equal to the \$30 million U.S. 10:44:29
14 That's how bad the currency was, and that's how bad 10:44:36
15 the Korean crisis was. 10:44:39

16 Prior to this, there was a discussion 10:44:53
17 regarding entering into agreement as such with my 10:44:56
18 father, but people around me all opposed to that 10:44:59
19 idea. So I was told that it's -- if it's about 10:45:03
20 3 billion won, then I could invest in anything in 10:45:18
21 Korea and I could make so much money later. So I 10:45:22
22 was told not to invest in this. 10:45:24

23 And the Samyang USA, even though the 10:45:41
24 company existed for some time, but since Russia 10:45:44
25 already entered into moratorium so it was in a bad 10:45:49

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1 condition as well. 10:45:53

2 So that means, even though it was 10:45:54

3 currently running business, it didn't have any 10:45:56

4 bright vision. So I told my father that I didn't 10:46:03

5 want do it and I wanted my money back. I told him 10:46:07

6 that I rather use that money to invest in something 10:46:17

7 in the U.S. or invest in something in Korea because 10:46:20

8 it's my hard-earned money. 10:46:26

9 So I came back to the U.S. and father kept 10:46:29

10 calling me. So no matter how much tens of millions 10:46:33

11 of dollars the Samyang Korea might have in its 10:46:49

12 assets, at the time in that circumstance, it was 10:46:54

13 just the same as a piece of paper without cash. 10:47:01

14 It's nothing. Because my dad begged so much, I had 10:47:06

15 no choice but to do this as this. 10:47:23

16 Q "Do this," meaning sign Exhibit 1009? 10:47:27

17 A Yes, correct. 10:47:46

18 And the reason is Samyang Korea already 10:47:47

19 set a bankruptcy date. It was set for -- set on 10:47:50

20 January 26th, 1998. 10:47:59

21 Q So by signing Exhibit 1009, you believed 10:48:02

22 that you were helping your father deal with the 10:48:06

23 bankruptcy? 10:48:08

24 A Yes. There was some meaning to that as 10:48:23

25 well because my father was the founder. 10:48:25

1 BY MR. RHOW: 11:13:56

2 Q I'll repeat it. 11:13:57

3 Who else was there when you said what you 11:13:58

4 just said you said? 11:14:00

5 A It was just my father. 11:14:06

6 Q Clearly your father. Who else, if anyone? 11:14:07

7 MR. McDONOUGH: Asked and answered. 11:14:12

8 THE WITNESS: No one else. 11:14:20

9 BY MR. RHOW: 11:14:21

10 Q Okay. Go to Exhibit 1009. That's the 11:14:21

11 other document. Yeah, right there. 11:14:27

12 So you see that Exhibit 1009 is dated 11:14:30

13 November 29th, 1997? 11:14:35

14 A Yes. 11:14:44

15 Q And if you look at Exhibit 1011, you see 11:14:45

16 your wire transfer is December 22nd, 23rd, 1997. 11:14:51

17 A Yes. 11:15:08

18 Q Was Exhibit 1009 signed before or after 11:15:08

19 December 22nd, 1997? 11:15:15

20 A You are referring to this document? 11:15:30

21 Q Correct. 11:15:32

22 A When I signed the Samyang USA document, I 11:15:34

23 signed it together. 11:15:42

24 Q I don't understand that answer. Together 11:15:45

25 with what? 11:15:46

1	A	So when I signed the stock purchase	11:16:00
2		agreement, that was on January 26th, and that was	11:16:02
3		the date that was set for the bankruptcy.	11:16:08
4	Q	Okay. So to be clear, then, what your	11:16:10
5		testimony is -- is that, although Exhibit 1009 is	11:16:15
6		dated November 29th, 1997, it was signed in	11:16:19
7		January 1998; correct?	11:16:23
8	A	Yes, that's correct.	11:16:47
9	Q	Okay. The stock purchase agreement, I	11:16:48
10		want to make sure we have all of these documents	11:16:52
11		down.	11:16:56
12		I think it's Exhibit 1016.	11:16:57
13		(Exhibit 1016 was marked for	11:17:00
14		identification by the reporter	11:17:00
15		and is attached hereto.)	11:17:15
16		MR. RHOW: 1016.	11:17:15
17	Q	Take a look at that. Take as much time as	11:17:27
18		you need, but the question I'm going to have is:	11:17:35
19		Is Exhibit 1016 the stock purchase agreement that	11:17:39
20		you just mentioned in your testimony?	11:17:41
21	A	That's correct.	11:17:57
22	Q	You didn't sign 1016, did you?	11:17:58
23	A	I didn't.	11:18:08
24	Q	Someone who we'll presumably get into	11:18:09
25		later, Choon Taik Lim signed 1016; correct?	11:18:13
			Page 53

1	A	Correct.	11:18:27
2	Q	Did you witness him signing it?	11:18:27
3	A	I did not, but someone else did.	11:18:35
4	Q	I'm asking about you.	11:18:38
5		Did you witness him -- you did not witness	11:18:39
6		Mr. Lim signing the stock purchase agreement, which	11:18:41
7		is 1016?	11:18:44
8	A	Whether I did?	11:18:59
9	Q	Yeah. You didn't; right?	11:19:01
10	A	No. If it wasn't me, then my attorney	11:19:06
11		did.	11:19:09
12	Q	By the way, who was your attorney?	11:19:09
13	A	Must I say the name?	11:19:14
14	Q	Yes.	11:19:16
15	A	Chi Young Kim.	11:19:17
16	Q	An attorney in L.A.?	11:19:20
17	A	Yes.	11:19:22
18	Q	Okay. Now -- by the way, who is Mr. Lim?	11:19:27
19	A	He is my CPA, as well as my agent.	11:19:37

20	Q	Okay. Now, put out 1009, please. All I'm	11:19:39
21		trying to do is clarify your testimony.	11:19:54
22		Were those signed at the same time, 1009	11:19:56
23		and 1016?	11:19:58
24	A	Yes.	11:20:12
25	Q	You weren't there to see the execution of	11:20:12

1	1016.	11:20:15
2	A Which person was signing?	11:20:25
3	Q Yeah.	11:20:30
4	A At which point -- who was signing?	11:20:32
5	Q How do you know 1016 and 1009 were signed	11:20:38
6	on the same date?	11:20:41
7	A So -- because, you know, there's a	11:21:03
8	distance between Korea and the U.S., so the person	11:21:05
9	in the U.S. signed this document first and took the	11:21:10
10	document to Korea and had my father sign it there.	11:21:13

11	Q Okay. When did you sign Exhibit 1009?	11:21:17
12	A So it was either a day before January 26th	11:21:35
13	or two days before January 26th.	11:21:38
14	Q Okay. And you signed in L.A. or in Korea?	11:21:41
15	A I signed it in L.A.	11:21:47

16	Q Okay. Now, the attorney -- sorry. What	11:21:49
17	was the attorney's name again?	11:21:54
18	A Chi Young Kim.	11:22:00
19	Q Mr. or Mrs.?	11:22:01
20	A Mr.	11:22:03
21	Q Mr. Kim. Let's call him "Mr. Kim, the	11:22:03
22	attorney."	11:22:07
23	Did Mr. Kim, the attorney, assist you in	11:22:08
24	drafting 1016?	11:22:11
25	A Yes.	11:22:22

1 Q Did Mr. Kim, the attorney, assist you in 11:22:23
2 drafting 1009? 11:22:25
3 THE INTERPRETER: Interpreter's 11:22:27
4 correction. 11:22:29
5 THE WITNESS: Yes. Yes. 11:22:31
6 BY MR. RHOW: 11:22:37

7 Q And do you know where or why a date of 11:22:37
8 November 29th, 1997, is listed in Exhibit 1009? 11:22:41

9 MR. McDONOUGH: Lacks foundation, calls 11:22:57
10 for speculation. 11:22:59

11 You may answer. 11:22:59

12 THE WITNESS: I don't recall for sure. 11:23:00

13 BY MR. RHOW: 11:23:11

14 Q Do you know if that was done on purpose? 11:23:11

15 MR. McDONOUGH: Same objections. 11:23:15

16 THE WITNESS: You know, after the IMF, I 11:23:17
17 spoke to my father a lot. So I don't really recall 11:23:36
18 much, but if it was done on purpose, then it should 11:23:39
19 have been fixed before taking it to him. 11:23:45

20 BY MR. RHOW: 11:23:45

21 Q So you believe that this November 29th, 11:23:48
22 1997, date was requested by your father? 11:23:50

23 A I don't recall even as to that, but I know 11:24:09
24 those were signed on the same day. 11:24:10

25 My father and I, we did not think that 11:24:16

1	those dates were important. Signing the document	11:24:19
2	was more important.	11:24:23
3	Q Very clear. Very clear.	11:24:24
4	A Yes.	11:24:27
5	Q Thank you.	11:24:28
6	Exhibit 1009 and Exhibit 1016, were those	11:24:29
7	documents related in some way?	11:24:39
8	MR. McDONOUGH: Vague and ambiguous as to	11:24:51
9	"related."	11:24:52
10	You may answer.	11:24:53
11	THE WITNESS: What do you mean by	11:24:55
12	"related"?	11:25:03
13	BY MR. RHOW:	11:25:03
14	Q Was there a reason why those two documents	11:25:04
15	were being signed on or about the same day?	11:25:07
16	A When I enter into an agreement, these two	11:25:24
17	were regarded as the same package.	11:25:26
18	Q It was part of the same overall deal.	11:25:29
19	A Because only having the stocks does not	11:25:35
20	allow you to sell the ramen. That's why these two	11:25:42
21	were entered into together.	11:25:44
22	Q Okay. So whoever would own the company	11:25:46
23	under 1016 needed to be able to sell the ramen	11:25:50
24	under 1009; right?	11:25:53
25	A That's correct.	11:26:06

1 Q Okay. Perfect. 11:26:06

2 The effect of 1016 was to move ownership 11:26:08

3 of Samyang USA from Samyang Korea to a third party; 11:26:14

4 right? 11:26:14

5 A Yes. 11:26:14

6 Q Okay. And the timing of 1016 and 1009 was 11:26:33

7 specifically designed to come before the bankruptcy 11:26:40

8 of Samyang Korea that you were told about in Korea? 11:26:47

9 A That's what my father desired. 11:27:04

10 Q Okay. What was the bankruptcy in Korea, 11:27:07

11 that your father explained to you, going to entail? 11:27:12

12 A I don't think my father actually knew much 11:27:32

13 either. He really didn't feel it much in the 11:27:34

14 beginning. You know, founders, they are very 11:27:41

15 stubborn, as you know. 11:27:47

16 So after I came back to the U.S., and as I 11:28:01

17 was talking on the phone with him, I told him that 11:28:04

18 I don't need this. I just want my money back, but 11:28:07

19 he said that he didn't have the money to pay me 11:28:11

20 back and he offered me. 11:28:12

21 So we were just going -- you know, doing 11:28:21

22 the talk work, going back and forth and back and 11:28:24

23 forth, and then the three days -- three days before 11:28:29

24 the bankruptcy, we agreed to drop this. 11:28:35

25 MR. McDONOUGH: Wait. This might help us. 11:28:39

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1 MR. RHOW: This is going to end up being a 11:34:39

2 comedy routine. Let me go back and reask it. 11:34:41

3 Q Using the January 25th, 1998, date on 11:34:49

4 Exhibit 1016, do you know if the 3 billion won was 11:34:56

5 wired before or after that date? 11:35:08

6 A So after it arrived, the document was 11:35:24

7 signed. 11:35:28

8 Q After the wire arrived, the document was 11:35:29

9 signed? 11:35:32

10 A That's correct. 11:35:38

11 Q Okay. So the 3 billion won must have been 11:35:38

12 wired at some point in January 1998; correct? 11:35:41

13 A So it was the 1 billion won that I already 11:36:06

14 loaned to my father prior to that. So that 30 -- 11:36:12

15 3 billion was including that 1 billion won I 11:36:18

16 already loaned to him. 11:36:22

17 Q So the 2 billion won was wired to Samyang 11:36:24

18 Korea at some point in January 1998. 11:36:26

19 A Right, the rest of the money. 11:36:40

20 Q Okay. And that was wired from one of your 11:36:42

21 personal accounts? 11:36:45

22 A Yes. 11:36:49

23 Q And do you have a copy of the wire transfer 11:36:50

24 for that 2 billion won? 11:36:54

25 A Yes. 11:37:02

1 January 25th, 1998? 11:39:29

2 A It was Mr. Choon Taik Lim, the signer. 11:39:43

3 Q So he was the 100 percent owner? 11:39:48

4 A Yes. 11:39:51

5 Q Given that Mr. Calypco -- strike that. 11:39:52

6 Given that Mr. -- this is going to be 11:39:58

7 funny -- given that Mr. Lim was the owner of 11:40:00

8 Calypco, why did you, instead of Calypco, wire the 11:40:04

9 \$2 billion in January 1998? 11:40:11

10 A That's because that's what my father 11:40:30

11 wanted me to do. 11:40:32

12 Q Did he explain why he wanted Calypco to be 11:40:34

13 the buyer instead of you? 11:40:39

14 A He told me not to do it under my name. 11:40:50

15 Q Did he explain why? 11:40:53

16 A I don't know whether it was related to the 11:41:14

17 bankruptcy or maybe it was because, you know, we 11:41:16

18 are the same family, the father and the daughter. 11:41:20

19 I don't know as to that, but he just told me to 11:41:22

20 have someone else do it. 11:41:24

21 Q Okay. Anything else he say in connection 11:41:27

22 with that subject? 11:41:31

23 A So at that time, he told me to hurry and 11:41:43

24 bring the document before the company goes 11:41:47

25 bankrupt. He was quite rushing. 11:41:49

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1 know, everything was done by my attorney. 11:50:17

2 So to be honest with you, I don't recall 11:50:20

3 much. 11:50:23

4 Q And that's fair. 11:50:23

5 Do you recall discussing with your father 11:50:24

6 in January 1998 that after the purchase of Samyang 11:50:26

7 USA by Calypco, that at a date later, you would 11:50:33

8 then purchase the shares of Calypco? 11:50:38

9 A Yes. 11:50:59

10 Q Okay. And so is Exhibit 1021 the document 11:51:00

11 that was part of the original discussion you had 11:51:10

12 with your father in January 1998? 11:51:12

13 A Yes. 11:51:35

14 MR. McDONOUGH: Vague and ambiguous. 11:51:35

15 Remember to allow me to object. 11:51:37

16 THE WITNESS: Yes. 11:51:40

17 BY MR. RHOW: 11:51:41

18 Q And you understood that, by delaying your 11:51:42

19 purchase of Calypco shares, your father could 11:51:50

20 conceal your involvement in the purchase of Samyang 11:51:54

21 USA; correct? 11:52:01

22 MR. McDONOUGH: Argumentative as to 11:52:23

23 "conceal," lacks foundation, calls for speculation. 11:52:26

24 You may answer. 11:52:27

25 THE WITNESS: I don't know as to that. 11:52:38

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1	BY MR. RHOW:	11:52:39
2	Q If you look at Exhibit 1021, under	11:53:34
3	Article 1 -- and let me just -- I'll read it and	11:53:38
4	then you can translate it -- what it says is the	11:53:43
5	corporation, which is Calypco, owns all the	11:53:46
6	outstanding shares of itself, I guess, and that	11:53:50
7	you, Chun, Ms. Chun, loaned 1.875 -- I assume	11:53:56
8	that's a typo -- \$1.875 million to the corporation	11:54:05
9	under a promissory note dated December 31st, 1997.	11:54:10
10	Is that sentence true?	11:54:13
11	A This, as the other ones, it was created by	11:55:12
12	my attorney.	11:55:16
13	Q Not my question.	11:55:17
14	My question is: Is it true that you, in	11:55:18
15	fact, loaned \$1.875 million to Calypco sometime	11:55:23
16	before December 31st, 1997?	11:55:31
17	A I don't recall as far as this goes.	11:56:02
18	Q Okay. Leave the document to the side.	11:56:05
19	I'm going to ask you: Do you recall	11:56:07
20	providing to Calypco at any time \$1.875 million?	11:56:11
21	A When the wire transfer was done, that's	11:56:33
22	when I loaned the money.	11:56:37
23	Q So you recall loaning -- my question is	11:56:39
24	pretty precise, Ms. Chun. This is a "yes" or "no."	11:56:42
25	Do you recall loaning \$1.875 million to	11:56:47

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1	Calypco at any time?	11:56:52
2	A I don't quite recall.	11:57:14
3	Q Okay. Exhibit 1021, do you know why it	11:57:29
4	was prepared?	11:57:32
5	A Since everything was done by my attorney,	11:57:47
6	I don't really know.	11:57:49
7	Q Do you know -- and that attorney is	11:57:50
8	Mr. Kim, the attorney?	11:57:53
9	A Yes.	11:57:58
10	Q Is he still around?	11:57:59
11	MR. McDONOUGH: Vague as to "around."	11:58:03
12	MR. RHOW: Yeah, it is vague.	11:58:06
13	THE WITNESS: You know, I haven't -- I	11:58:09
14	haven't really reached out to him recently and he's	11:58:17
15	at an old age so I don't know whether he's still	11:58:21
16	practicing or not.	11:58:23
17	BY MR. RHOW:	11:58:24
18	Q Is there a way for you to reach him?	11:58:25
19	A If you like me to, I'll try.	11:58:38
20	Q Not that. Do you have his phone number?	11:58:39
21	A I don't have it with me.	11:58:45
22	Q Okay. Do you know if Exhibit 1021 was	11:58:46
23	signed on December 16th, 1998, or a different date?	11:58:53
24	A I do not recall.	11:59:17
25	MR. RHOW: Let's look at 1014-E. Sorry.	11:59:20

1	You view Exhibits 1009 and 1016 as part of	12:04:49
2	the overall agreement you had with your father back	12:04:53
3	in January 1998; right?	12:04:56
4	A Yes.	12:05:10
5	Q Okay. The loan you made to Calypco, was	12:05:11
6	that part of the overall agreement you had with	12:05:14
7	your father?	12:05:15
8	A What do you mean by that?	12:05:28
9	Q Look, the -- you indicated just now that	12:05:31
10	you wired 1-million-some-odd dollars to Calypco a	12:05:33
11	couple of days before Exhibits 1009 and 1016 were	12:05:39
12	signed.	12:05:44
13	Translate that.	12:05:46
14	Was your wire -- no question.	12:06:11
15	Was your wire to Calypco related to your	12:06:12
16	overall agreement with your father?	12:06:15
17	MR. McDONOUGH: Vague as to "related to."	12:06:27
18	You may answer.	12:06:30
19	THE WITNESS: So it wasn't sent from	12:06:31
20	Calypco, but from Calypco, it was sent to Samyang	12:06:42
21	Korea.	12:06:47
22	BY MR. RHOW:	12:06:48
23	Q That's not my question.	12:06:48
24	A I do not understand your question.	12:06:51
25	Q Okay. Let me ask it a different way.	12:06:56

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1 Did your father request that you provide a 12:06:57
2 loan to Calypco? 12:06:59

3 A No. He just straight out said that we 12:07:17
4 should enter into an agreement with another person 12:07:23
5 and then later change the name on that agreement. 12:07:26

6 Q Change the name to you? 12:07:30

7 A Later, yes. Yes. 12:07:33

8 Q Later -- he said that the name would later 12:07:37
9 be changed to you; right? 12:07:40

10 A He told me not to do that then. 12:07:50

11 Q But later to do that? 12:07:53

12 A Yes. 12:07:57

13 Q And you agreed? 12:07:58

14 A Yes. 12:08:01

15 Q Okay. And that's the deal that we see in 12:08:01
16 Exhibits 1009 and 1016; right? 12:08:06

17 A Yes. 12:08:15

18 Q Okay. And so we still have not got an 12:08:26
19 answer on my Calypco question. 12:08:30

20 Who requested that you make the loan to 12:08:32
21 Calypco? 12:08:34

22 A That was done because Calypco had to send 12:08:45
23 the money to Samyang Korea. 12:08:54

24 Q Not my question. 12:08:56

25 Who? Who? Who requested that you make 12:08:57

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1 A -- more specific? 12:37:03

2 Q It's fair. 12:37:05

3 In 1998, after January of that year, did 12:37:05

4 the operations of Samyang USA change in terms of 12:37:09

5 how it was manufacturing its products and how it 12:37:15

6 was reporting back to Samyang Korea? 12:37:20

7 MR. McDONOUGH: Objection. Compound. 12:37:50

8 It's asking two different questions. 12:37:52

9 You may answer. 12:37:54

10 THE WITNESS: I don't think there was much 12:37:57

11 at that time. 12:38:02

12 BY MR. RHOW: 12:38:02

13 Q Okay. After January 1998, Samyang USA 12:38:03

14 continued to report on its operations to Samyang 12:38:06

15 Korea; correct? 12:38:10

16 A We sent fax. 12:38:25

17 Q That's what you had done before January 12:38:26

18 1998, and you continued that practice after January 12:38:29

19 1998? 12:38:32

20 A On -- on the -- in terms of the duty, yes. 12:38:41

21 Q And after January 1998, did your father 12:38:47

22 continue to have ultimate authority over Samyang 12:38:50

23 USA? 12:38:53

24 MR. McDONOUGH: Overbroad as to time. 16 12:39:01

25 years. 12:39:03

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1 You may answer. 12:39:03

2 THE WITNESS: Can you repeat that again? 12:39:10

3 BY MR. RHOW: 12:39:13

4 Q Sure. 12:39:13

5 After January 1998, did your father 12:39:13

6 continue to have ultimate authority over Samyang 12:39:17

7 USA? 12:39:21

8 MR. McDONOUGH: Same objection. 12:39:31

9 THE WITNESS: Things were similar whether 12:39:33

10 before or after. 12:39:38

11 BY MR. RHOW: 12:39:39

12 Q So in terms of your father's authority, 12:39:39

13 that didn't change? 12:39:42

14 A Correct. 12:39:48

15 Q Do you know who the owners were of Calypco 12:39:49

16 prior to you becoming the owner of Calypco -- 12:40:09

17 strike that. 12:40:17

18 Do you know who the owners were of Calypco 12:40:18

19 at any time? 12:40:23

20 A I do not know for sure. 12:40:31

21 Q Did you ever own Calypco or any part of it? 12:40:34

22 A I do not recall. 12:40:47

23 Q Do you know who Angela Lim is as it 12:40:48

24 relates to Calypco? 12:40:53

25 A I do not know. 12:41:01

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1 through 1832. 12:54:21

2 (Exhibit 1031 was marked for 12:54:22

3 identification by the reporter 12:54:22

4 and is attached hereto.) 12:55:20

5 BY MR. RHOW: 12:55:20

6 Q And you received Exhibit 1031 from your 12:55:20

7 father; correct? 12:55:22

8 A Yes. 12:55:25

9 Q And then let's go to 1032. 12:55:28

10 1032 is a document Bates numbered Samyang 12:55:47

11 3304 through 3306. 12:55:59

12 (Exhibit 1032 was marked for 12:56:02

13 identification by the reporter 12:56:02

14 and is attached hereto.) 12:56:12

15 BY MR. RHOW: 12:56:12

16 Q And is Exhibit 1032 the response that you 12:56:23

17 sent to your father to Exhibit 1031? 12:56:28

18 A Yes. 12:56:39

19 Q Other than Exhibit 1032, did you also talk 12:56:40

20 to your father about what he had written in 1031? 12:56:44

21 A Yes. 12:56:59

22 Q And what was discussed? 12:56:59

23 A We discussed about his signature. 12:57:11

24 Q What about his signature? 12:57:15

25 A We discussed about the signature because 12:57:29

1 only, or are you referring to the fax? 01:10:08

2 Q I actually don't know what you mean by 01:10:12

3 that. My only question -- forget the documents. 01:10:14

4 I'm just asking: Did Samyang USA ever sue 01:10:17

5 Samyang Korea to stop sales by Samyang Korea in 01:10:23

6 Canada after April 20th, 2001? "Yes" or "no"? 01:10:27

7 It's just a "yes" or "no." 01:10:57

8 A I do not know for sure. I do not 01:11:00

9 understand that question. 01:11:04

10 Q That's fine. 01:11:05

11 After April 20th, 2001, were you aware 01:11:08

12 that Samyang Korea was distributing products in 01:11:11

13 Canada? 01:11:15

14 A I was contacted regarding that. 01:11:26

15 Q Okay. And so after you became aware that 01:11:27

16 Samyang Korea was selling in Canada, Samyang USA 01:11:31

17 did not then file a lawsuit to stop that; correct? 01:11:38

18 A My father asked me. 01:11:54

19 Q Not to do that? 01:11:57

20 A That just to let go of the -- that for 01:12:02

21 that time. 01:12:05

22 Q And you did. 01:12:05

23 A Because he's my father. 01:12:07

24 Q So the answer is "yes, because he's my 01:12:12

25 father"? 01:12:17

1 LOS ANGELES, CALIFORNIA, MAY 10, 2017

2 2:18 P.M.

3 -oOo-

4

5 MUN-KYUNG CHUN,

6 the witness, having been previously administered

7 an oath in accordance with CCP Section 2094,

8 testified as follows:

9 02:18:33

10 VIDEO OPERATOR: The time is 2:18. We are 02:18:33

11 back on the record. 02:18:35

12 02:18:35

13 EXAMINATION 02:18:35

14 02:18:38

15 BY MR. RHOW: 02:18:38

16 Q Ms. Chun, good afternoon. 02:18:38

17 A Yes, good afternoon. 02:18:39

18 Q We were on Exhibit 1032, and why don't we 02:18:42

19 take a quick look at that. 02:18:54

20 Now, this was a letter that your attorney 02:18:57

21 prepared for you? 02:18:59

22 A Yes. 02:19:05

23 Q And this was Mr. Kim, the attorney? 02:19:05

24 A No. 02:19:11

25 Q Who prepared the letter for you? 02:19:11

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1	A	An attorney.	02:19:17
2	Q	What was the name of the attorney?	02:19:18
3	A	Michael Suh.	02:19:23
4	Q	The second page of the document, if you	02:19:26
5		see the second paragraph, it requests that Samyang	02:19:36
6		Korea stop shipping products to Canada.	02:19:43
7		Do you see that?	02:19:45
8	A	Yes.	02:19:54
9	Q	After April 20th, 2001, when did you	02:19:55
10		become aware that Samyang Korea was still shipping	02:19:59
11		goods to Canada?	02:20:02
12	A	It was after I received the fax.	02:20:17
13	Q	Do you recall in what year that was?	02:20:20
14	A	I think it was the beginning part of 2000.	02:20:35
15	Q	Okay. So my question is: After April	02:20:41
16		2001 -- so I'm later. Okay -- were you aware that	02:20:47
17		Samyang Korea was still selling products in Canada?	02:20:53
18	A	Yes.	02:21:10
19	Q	And were you aware that Samyang Korea was	02:21:11
20		selling products in Canada from 2001 up until the	02:21:14
21		present?	02:21:18
22	A	Yes.	02:21:27
23	Q	Okay. You mentioned a couple of seconds	02:21:28
24		ago that you did first learn in 2000 that Samyang	02:21:31
25		Korea was shipping goods to Canada; correct?	02:21:38
			Page 101

1 Q Oh, okay. 02:23:41

2 But at some point prior to April 20th, 02:23:42

3 2001? 02:23:45

4 A It could have been prior to this or after 02:23:53

5 that. 02:23:55

6 Q Okay. 02:23:56

7 A Anyway, I saw it. 02:23:57

8 Q Around that time frame? 02:23:59

9 A Yes. 02:24:05

10 Q Now, I'm going to state the obvious, but 02:24:17

11 you know that Samyang USA filed a lawsuit against 02:24:19

12 Samyang Korea. That's why we're here. 02:24:22

13 A Yes. 02:24:30

14 Q Okay. And that lawsuit was filed around 02:24:31

15 September 2015; correct? 02:24:33

16 A Yes. 02:24:43

17 Q And so prior to the September 2015 02:24:43

18 lawsuit, has Samyang USA ever filed any other 02:24:46

19 lawsuits against Samyang Korea? 02:24:49

20 A No. 02:25:04

21 Q Okay. All right. Do you know a company 02:25:05

22 called Roypac? 02:25:21

23 A Yes. 02:25:24

24 Q And what is Roypac? 02:25:26

25 A Roypac is a company that sells imported 02:25:32

1	goods.	02:25:42
2	Q Okay. Do you own Roypac?	02:25:43
3	A No.	02:25:49
4	Q Who owns Roypac?	02:25:49
5	A It's owned by Samyang USA.	02:25:56
6	Q 100 percent of Roypac is owned by Samyang	02:25:58
7	USA?	02:26:01
8	A Yes.	02:26:04
9	Q How long has Samyang USA owned Roypac?	02:26:05
10	A It's been more than 20 years.	02:26:24
11	Q Who formed Roypac?	02:26:26
12	MR. McDONOUGH: Vague and ambiguous.	02:26:35
13	You may answer.	02:26:40
14	THE WITNESS: A person who formed it?	02:26:46
15	BY MR. RHOW:	02:26:49
16	Q Yeah.	02:26:49
17	Who made the decision to form Roypac?	02:26:49
18	A In the very beginning?	02:26:57
19	Q Correct.	02:26:59
20	A Myself.	02:26:59
21	Q Oh, you did. Okay.	02:27:00
22	Let's look at Exhibit 1005.	02:27:02
23	(Exhibit 1005 was marked for	02:27:04
24	identification by the reporter	02:27:04
25	and is attached hereto.)	02:27:17

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1 ownership in Roypac? Do you know the year? 02:33:21

2 A I recall that it was in 1991. 02:33:30

3 Q Not 2001? 02:33:42

4 A So that was for the d/b/a SC, which sold 02:33:52

5 ramen. 02:33:59

6 Q The reason I think 1991 could be wrong -- 02:34:00

7 I'm not saying it is wrong, but the DSA is 02:34:04

8 Exhibit 2 -- 1009, is dated 1997. 02:34:10

9 Did Samyang USA become the owner of Roypac 02:34:23

10 before or after Exhibit 1009? 02:34:25

11 THE INTERPRETER: 1009? 02:34:29

12 MR. RHOW: Yeah. 02:34:31

13 THE WITNESS: Does he mention Roypac? 02:34:56

14 BY MR. RHOW: 02:34:56

15 Q No, no, no. I'm trying to trigger your 02:34:57

16 memory. 02:34:59

17 So Roypac is formed in 1988; right? 02:35:01

18 A Yes. 02:35:08

19 Q At the beginning, you own it? 02:35:09

20 A Yes. 02:35:12

21 Q Okay. At some point, Samyang USA becomes 02:35:12

22 the owner of Roypac? 02:35:15

23 A Yes. 02:35:21

24 Q Okay. And is that in 1991 or later? 02:35:22

25 A It was in 1991. 02:35:29

1 Q Okay. So in 1991, then, Samyang USA was 02:35:32
2 still owned by Samyang Korea; correct? 02:35:36
3 A Yes. 02:35:46
4 Q Okay. So at some point, Roypac is 02:35:47
5 designated as the agent for Samyang USA under the 02:35:59
6 distribution and sales agreement, which is 1009; 02:36:06
7 correct? 02:36:06
8 A In what year was that? 02:36:31
9 Q In 2001; is that right? Does that sound 02:36:33
10 right? 02:36:38
11 A Yes, 2001 is correct. 02:36:39
12 Q Okay. Why was Roypac designated as 02:36:40
13 Samyang USA's agent under the distribution and 02:36:44
14 sales agreement? 02:36:48
15 A So the Roypac's d/b/a SC began in 2001. 02:37:08
16 Q Yeah. 02:37:16
17 So my question is: What was the business 02:37:16
18 reason for appointing Roypac through its d/b/a SCCC 02:37:18
19 as the agent under the distribution and sales 02:37:25
20 agreement? 02:37:30
21 A Samyang USA has imported goods as well as 02:37:59
22 domestic goods. So to separate them and to 02:38:03
23 distinguish them, that's what I did. 02:38:07
24 Q Okay. So let me try to break that down. 02:38:10
25 Samyang USA was selling, you said, 02:38:14

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1 imported and domestic goods. What are the imported 02:38:17

2 goods? What are the domestic goods? 02:38:22

3 A So domestic goods were the locally 02:38:46

4 manufactured goods, and the imported goods were the 02:38:48

5 goods imported from Samyang Korea. 02:38:51

6 Q Okay. Why was it important to assign to 02:38:59

7 Roypac responsibilities for the imported goods as 02:39:17

8 opposed to keeping it at Samyang USA? 02:39:23

9 A Some years ago, we were audited by IRS. 02:39:51

10 They audited us on domestic and imported goods. 02:40:03

11 They spent almost a year on imported goods, and we 02:40:08

12 received an audit almost four times. 02:40:15

13 Since that causes them to look at the 02:40:29

14 domestic products at the same time and it gets 02:40:33

15 exposed too many times, so we decided to separate 02:40:39

16 it. 02:40:42

17 Q Was this a recommendation that was made by 02:40:43

18 Michael Suh? 02:40:50

19 A Yes. 02:40:51

20 Q Okay. When you say "we got audited," you 02:40:58

21 meant Samyang USA had got audited; correct? 02:41:01

22 A At that time, it was Samyang USA. 02:41:09

23 Q Did Roypac also get audited later? 02:41:09

24 A No, it was never audited. 02:41:23

25 Q Okay. All right. Going back in time a 02:41:24

1 (Exhibit 1112 was marked for 03:00:46
2 identification by the reporter 03:00:46
3 and is attached hereto.) 03:01:12
4 MR. McDONOUGH: Do you intend to have this 03:01:12
5 declaration attached? 03:01:14
6 MR. RHOW: It's the -- 03:01:16
7 MR. McDONOUGH: The 1029? 03:01:17
8 MR. RHOW: Isn't it the translated -- 03:01:17
9 MR. McDONOUGH: It is. Okay. 03:01:20
10 MR. RHOW: So let's do 1112. 03:01:27
11 Q My only question is: Do you recall 03:02:00
12 receiving Exhibit 1112 in October 2012? 03:02:02
13 A Yes. 03:02:34
14 Q Okay. And prior to October 2012, had you 03:02:35
15 given notice to Samyang Korea of Roypac's 03:02:46
16 involvement in the distribution? 03:02:50
17 A Regarding what? 03:03:22
18 Q Regarding anything. 03:03:23
19 Did you give any sort of written notice to 03:03:25
20 Samyang Korea about Roypac's involvement with the 03:03:28
21 distribution? 03:03:31
22 A I do not recall too well. 03:03:45
23 Q Okay. As of January 1998, Samyang USA 03:03:47
24 owned a factory in Los Angeles; correct? 03:04:16
25 A Yes. 03:04:28

Page 119

1 Q The period of time I want actually is -- 04:22:19
2 yeah -- 2004 until 2015. 04:22:22

3 Okay. So during that time frame, just 04:22:27
4 tell me the folks who were involved or responsible 04:22:32
5 for distribution of Samyang products in the North 04:22:36
6 American market. 04:22:42

7 A So from Samyang USA, the one who was in 04:23:00
8 charge of North American market was David. 04:23:19

9 Q Okay. 04:23:23

10 A And from Roypac, the one who was in charge 04:23:24
11 of North American market was Woon Bae Yeo and 04:23:26
12 SY Lee. They're about it. 04:23:30

13 Q When was David employed by Samyang USA? 04:23:34

14 A I recall that it was the early 2000. 04:23:49
15 Early 2000. 04:23:55

16 Q From 2000 to approximately when? 04:23:56

17 A Until 2008. 04:24:11

18 Q And SY Lee and WB, they are still your 04:24:16
19 employees? 04:24:20

20 A They are working at Roypac. 04:24:25

21 Q Okay. And so they have been -- for the 04:24:27
22 entire period from 2004 to 2015, they were 04:24:31
23 responsible for the North American market for 04:24:34
24 Roypac? 04:24:37

25 A Yes. 04:24:47

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES)
3

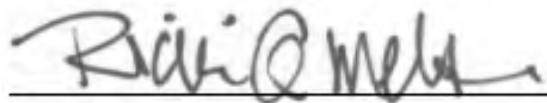
4 I, RICKI Q. MELTON, CSR No. 9400, RPR No. 45429,
do hereby certify:
5

6 That the foregoing deposition testimony of
MUN-KYUNG CHUN was taken before me at the time and
place therein set forth, at which time the witness
7 was placed under oath and was sworn by me to tell
the truth, the whole truth, and nothing but the
8 truth;

9 That the testimony of the witness and all objections
made by counsel at the time of the examination were
10 recorded stenographically by me and were thereafter
transcribed under my direction and supervision, and
11 that the foregoing pages contain a full, true, and
accurate record of all proceedings and testimony to
12 the best of my skill and ability.

13 I further certify that I am neither counsel for
any party to said action nor am I related to any
14 party to said action, nor am I in any way
interested in the outcome thereof.
15
16

17 IN WITNESS WHEREOF, I have subscribed my name
this 20th day of May, 2017.
18
19
20
21

22 
23

24 RICKI Q. MELTON, C.S.R. No. 9400
25

EXHIBIT 5

DISTRIBUTION AND SALES AGREEMENT

THIS AGREEMENT is made and entered into as of November 29, 1997, by and between SAMYANG FOODS CO., LTD., a Korean corporation which has its principal place of business at 82-9 Hawolgok 1-dong, Sungbuk-ku, Seoul, Korea ("SAMYANG KOREA") and SAMYANG U.S.A., INC., a California corporation, which has its principal place of business at 1935 Via Arado, Rancho Dominguez, CA 90220 ("SAMYANG U.S.A.").

RECITALS

A. SAMYANG KOREA manufactures and sells food items including instant noodles under various brand names. SAMYANG U.S.A. has marketed SAMYANG KOREA'S products and has manufactured its own instant noodles. SAMYANG KOREA has provided technology, equipment and raw materials to SAMYANG U.S.A for the latter's manufacturing in the United States.

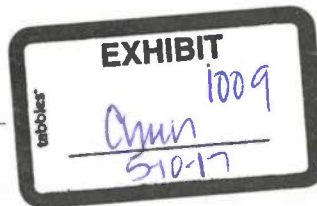
B. The two companies desire to memorialize their relationship and their way of conducting business to ensure continuity of their mutually beneficial business relationship.

AGREEMENTS

NOW, THEREFORE, in consideration of the agreements, provisions, promises and covenants herein set forth, SAMYANG KOREA and SAMYANG U.S.A agree as follow:

1. DISTRIBUTORSHIP

SAMYANG KOREA hereby appoints SAMYANG U.S.A its exclusive distributor of all of SAMYANG KOREA'S products currently marketed or to be marketed in the future (the "Products") in North America including the United States, Canada and Mexico (the "Territories") and SAMYANG U.S.A hereby accepts such appointment from SAMYANG KOREA. The "Products" shall include all finished goods, raw materials, accessories and condiments that may go with such products. SAMYANG KOREA shall make all of its technology, equipment and process related to the Products currently in use or to be used in the future to SAMYANG U.S.A. SAMYANG KOREA shall provide technical and personal assistance relating to the Products if SAMYANG U.S.A requests. SAMYANG KOREA shall not appoint any other exclusive distributorship or grant any of the rights granted to SAMYANG U.S.A hereunder in the Territories. SAMYANG KOREA shall not directly or indirectly manufacture or sell any of the Products into the Territories except through SAMYANG U.S.A.



2. PURCHASE

SAMYANG KOREA shall sell to SAMYANG U.S.A. the Products at the price and on terms and conditions most favorable to the largest distributor. It is the intention of the parties that the prices to be charged to SAMYANG U.S.A. and the terms for the payments shall be maintained at the current levels except that SAMYANG KOREA may adjust the price to reflect the fluctuations of the costs of manufacturing or purchasing by SAMYANG KOREA. SAMYANG KOREA shall not arbitrarily increase the prices of the Products it charges to SAMYANG U.S.A. or change the payment terms. SAMYANG KOREA shall use its best efforts to fill the orders from SAMYANG U.S.A. and ship the Products in accordance with the schedule specified in the purchase orders.

3. INTELLECTUAL PROPERTY

SAMYANG KOREA hereby grants an irrevocable license to SAMYANG U.S.A. the rights to use all of SAMYANG KOREA'S trademarks, trade names, brand names, trade dresses, logos, designs, packaging and copyrights pertaining to the Products currently in use or to be used in the future (the "Intellectual Property Rights") without charges. SAMYANG KOREA shall assign SAMYANG U.S.A. any and all Intellectual Property Rights registered in the United States or any states authorities in the U.S. including, but not limited to, trademark registration for the name and logo of "Samyang."

4. TERM

The initial term of the distributorship hereunder shall be 50 years. The term shall be automatically renewed for another 50 years thereafter.

5. Miscellaneous Provisions.

(a) Notices.

No notice, document or communication to be given hereunder to any party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth in the beginning or when delivered by mail, sent by registered or certified mail, postage prepaid, addressed to the recipient's address set forth above.

(b) Construction.

This Agreement shall be construed as a whole in accordance with its fair meaning, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain.

(c) Attorneys' Fees.

In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement, or the enforcement of the provisions hereof, the prevailing party shall be entitled to recover its costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in connection therewith.

(d) Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(e) Governing Law.

This Agreement is to be governed by, interpreted under, and construed in accordance with the laws of the State of California.

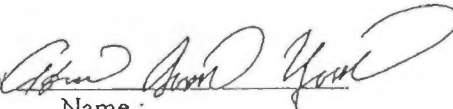
(f) Counterparts.

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first
above set forth, at Los Angeles, California.

SAMYANG KOREA :

SAMYANG FOODS CO., LTD.
A Korean corporation

By 
Name :
Title :

SAMYANG U.S.A. :

SAMYANG U.S.A., INC.
A California corporation

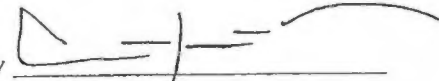
By 
Mun Kyung Chun
President

EXHIBIT 6

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STOCK SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of January 25, 1998, by and between SAMYANG FOODS CO., LTD., a Korean corporation which has its principal place of business at 82-9 Hawolgok 1-dong, Sungbuk-ku, Seoul, Korea ("Seller") and CALYPCO, INC., a California corporation having its principal place of business at 1017 Stratford Avenue, South Pasadena, CA 91030 ("Buyer").

RECITALS

A. Seller owns 550 shares of SAMYANG U.S.A., INC., a California corporation, which has its principal place of business at 1935 Via Arado, Rancho Dominguez, CA 90220 (the "Company"). The total issued and outstanding shares of the Company is 550 as of the date hereof.

B. Seller desires to divest itself from the Company in line with the overall business reorganization in Korea.

C. Buyer desires to purchase the entire issued and outstanding shares of the Company.

AGREEMENTS

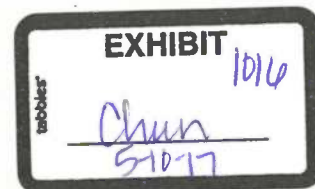
NOW, THEREFORE, in consideration of the agreements, provisions, promises and covenants herein set forth, Seller and Buyer agree as follow:

1. Sale and Purchase; Seller's Representations and Warranties.

Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, 550 common shares of the Company upon the following conditions and terms. Further, Seller (1) shall enter into a long-term exclusive distributorship contract with the Company to ensure the supply of Seller's products to the Company and (2) shall assign the trademarks, service marks or any other intellectual property rights to the name "Samyang" in the United States. Seller represents and warrants that (a) the Company has issued 550 shares (the "Shares") and no more are outstanding; all of the Shares have been legally and validly issued and are fully paid and nonassessable; and (b) the Company has no outstanding obligations, understandings, or commitments regarding the issuance of any additional shares, or any options, rights, or warrants concerning the issuance of any additional shares or securities convertible

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into shares. Seller further represents and warrants that Seller has good, marketable and indefeasible title to and full power of disposition over and has full right to sell and transfer to Buyer all the Shares to be sold by that Seller; and those Shares are free of all liens, claims, debts, or other encumbrances, and shall be free of all liens, claims, debts, or other encumbrances upon their transfer to Buyer under this agreement.

2. Purchase Price:

The total purchase price of the Shares is 3,000,000,000 won, which shall be paid as follows:

Wire transfer to an account designated by Seller within two business day from the date on which all the conditions precedent set forth in Section 3 below are satisfied or waived.

3. Conditions Precedent to Buyer's Obligations

- (1) Seller shall have delivered the certificates representing the Shares to Buyer or its representative;
- (2) Seller shall have executed and delivered the long-term exclusive distributorship agreement between Seller and the Company to Buyer or its representative;
- (3) Seller shall have executed and delivered necessary assignment documents for the trademark, service mark and intellectual property right to the name "Samyang" in the United States to Buyer or its representative;
- (4) The representations and warranties of Seller stated in paragraph 1 shall be true as of the Closing Date (as defined in Section 4 below).

4. Closing.

The sale and purchase of the Shares shall be consummated by Seller's delivery to Buyer of certificates for the Shares duly endorsed for assignment and transfer, or accompanied by other documents as set forth in Section 3 above and Buyer's transfer of funds to the account designated by Seller. The time of delivery and payment is the "Closing Date."

5. Filings and Approvals.

Each party will cooperate with the other in the preparation and filing, as soon as practicable, of (i) all necessary applications for regulatory approval of the purchase and sale of the Shares and related transactions, and (ii) all other documents necessary to obtain all other required approval and consents.

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6. Miscellaneous Provisions.

(a) Notices.

No notice, document or communication to be given hereunder to any party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) or when delivered by mail, sent by registered or certified mail, postage prepaid, addressed to the recipient's address set forth above.

(b) Entire Agreement, Modifications.

This Agreement contains the entire agreement among the parties hereto and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter hereof except as set forth in the Shareholder Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. No variation or modification of this Agreement and no waiver of any of the provisions and conditions hereof, or granting of any consent contemplated hereby, shall be valid unless in writing and signed by the party against whom enforcement of any such variation, modification, waiver or consent is sought.

(c) Construction.

This Agreement shall be construed as a whole in accordance with its fair meaning, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain.

(d) Attorneys' Fees.

In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement, or the enforcement of the provisions hereof, the prevailing party shall be entitled to recover its costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in connection therewith.

(e) Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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(f) Governing Law.

This Agreement is to be governed by, interpreted under, and construed in accordance with the laws of the State of California

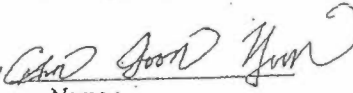
(g) Counterparts.

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their respective representative duly authorized and approved as of the day and year first above set forth, at Seoul, Korea by Seller and at Los Angeles, California, by Buyer.

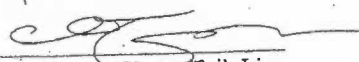
Seller :

SAMYANG FOODS CO., LTD.
A Korean corporation

By 
Name :
Title :

Buyer :

CALYPCO, INC.
A California corporation

By 
Name : Choon Faik Lim
Title : President

SAMYANG0003319

EXHIBIT 7

#2028

Confidential

SAMYANG U.S.A., INC.
1935 S. VIA ARADO,
RANCHO DOMINGUEZ, CA 90220

Telephone: 323) 636-8899 Fax: 323) 639-1334 E-Mail: SamyangUSA@earthlink.net

VIA TELEFAX (02) 919-6180

Chairperson/President
Samyang Foods Co., Ltd.
82-9 Hawolgok 1-dong, Songbuk-gu,
Seoul, 136-131, Republic of Korea

Date of this Letter: April 20, 2001
Total Pages (including the cover page): 3

Re: Distribution and Sales Agreement

We hereby acknowledge the receipt of your company's letter dated on April 20, 2001 signed by the Chairperson of the company.

That letter alleges that the contract for the Distribution and the Sales Agreement was unconscionable to a party of the contract since the contract lacks some basic obligations and that the signer of your company was not fully aware of the contents of the contract. Therefore your company will not going to perform the contractual obligation in the future and will directly distribute your products to the territory over which this company has the exclusive right.

Further, your company want to transform the current payment method to LC basis for the subsequent shipments.

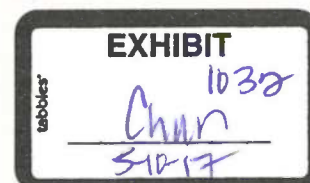
Please read this letter carefully to understand the contract between the two companies and our intent to protect the contractual right this company acquired in the exchange with the legal consideration.

Contracts

Distribution and Sales Agreement

This agreement was made and entered into as of November 29, 1997 by and between the two companies as a part of the total and entire sales contract of any interest of your company in Samyang U.S.A., Inc. The contract was fully supported by legal consideration which satisfied the legal detriments and benefits. At the time of the contract your company scrutinized the contract before the signing of the agreement. The agreement is the legally binding contract over the contracting parties of two signing

SAMYANG0003304



PAGE TWO OF THREE
RE: DISTRIBUTION AND SALES AGREEMENT

companies. Thus, your allegation that the contract may be illusory is a complete false claim.

Exclusive Right of Distribution

Pursuant to the clause of 1 of the contract, this company has the full and exclusive distribution right of all of Samyang Korea's products currently marketed or to be marketed in the future for the term of fifty years which is renewable for another same term after the termination of the original term.

Your sales to the Canadian company of your products while we have been unaware of it, seriously violated our contractual rights. We are going to exercise our right by employing all legal reliance to stop that illegal transactions to protect our right. Please understand that we are bringing this case against the Canadian company to the court of law to make the company's profits to be disgorged and to hold the company for our lost profits for this company. Please understand that your company is primarily liable for this infringement and all subsequent consequences. Your company has to **stop the shipment of products to S.K CANADA LTD in Canada** over which we have exclusive right to sell those products.

Samyang Korea is seriously violating the contract by not shipping the purchase order for that territory while Samyang Korea has to ship the products in accordance with the schedule specified in the purchase orders.

Trade Names and Trade Marks

Pursuant to the clause of 3 of the contract, this company is the rightful owner that holds the intellectual property including Samyang Korea's trademarks, trade names, brand names, trade dresses, logos, designs, packaging and copyrights pertaining to the products currently in use or to be used in the future. No other company or anyone else may ever use such names or marks without prior approval of this company in the geographical areas of U.S., Canada, and Mexico.

If you violate our rights, you may be held liable for the serious penalties. Please note that U.S. governments enforces its power to protect these rights.

Payment Method

Pursuant to the clause of 2 of the contract, the terms of the payment would be maintained the same and Samyang Korea shall not arbitrarily change the payment terms.

This means that this company cannot be compelled to accept the arbitrarily changed terms. However, we are willing to discuss this matter with you for the feasibility.

#2030
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PAGE THREE OF THREE
RE: DISTRIBUTION AND SALES AGREEMENT


Consequently, Samyang Korea shall not directly or indirectly manufacture or sell any of the products into the territories except through Samyang U.S.A. and Samyang Korea must ship the products in accordance with the schedule specified in our purchase orders.

We are going to seek all remedies against you for the losses by your infringement in violation of the contract. Please remember that any sales to the specified territories not through this company constitute the breach for which Samyang Korea is absolutely liable. Thus stop any illegal practice immediately before the losses may be magnified and it is hard for your company to bear the damages.

We are looking forward to hearing you soon with positive response to this official letter.

Thank you.

Sincerely,



President, M.K. Chun

EXHIBIT 8

Confidential

Samyang Foods Co., Ltd.

Address 82-9, Hawolgok 1-dong, Songbuk-gu, Seoul, 136-131, Republic of Korea
Home Page : <http://www.samyangfood.co.kr>
E-mail : gongwook@hotmail.com
Telephone : +82-2-940-3340-4, 940-3292
Facsimile : +82-2-919-6180

To : S. C. CONTINENT CORPORATION
Attn. : President Mun Kyung Chun, Managing Director Si Young Lee
From : Overseas Sales Team

Date: OCT 04, 2012.
Total page(s) :1
including this covering

Subject: Business Communication

We wish your company prosperity day by day.

In the process preparing an agreement with your company to terminate the selling rights in the U.S., we have confirmed that S.C. CONTINENT CORP. was established on January 7, 2000 and dissolved on August 22, 2003.

Therefore, it is our judgment that it would be impossible for our company to continue to have transaction with S.C. CONTINENT CORP. after becoming aware of this fact. And it is our judgment that it would be also difficult to be the subject of exclusive distribution agreement in the LA region as well after entering into the termination agreement.

We urge your company to present the plans on how your company will resolve the above.

On the other hand, we plan to separately send you the termination agreement and the draft of exclusive distribution agreement with your company. Please review them.

Thank you.

Sincerely,
Won-tae Chung/Gong-wook Kim

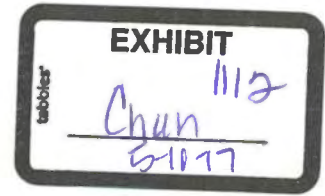
Samyang Food Co., Ltd. RC/Overseas Sales Team leader (Acting).

CC.

SAMYANG FOODS, a Ramen Manufacturer with a proud history of 40 years' tradition based on Honesty and Credit.

SAMYANG0001065

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Samyang Foods Co., Ltd.

Address : 82-9, Hawolgok dong, Seongbuk-gu, Seoul, 136-754, Republic of Korea

Home Page : [HYPERLINK <http://www.samyangfood.co.kr>]

E-mail : gongwook@hotmail.com

Telephone : +82-2-940-3340~4, 940-3292

Facsimile : +82-2-919-6180

To: S. C. CONTINENT CORPORATION

Date: OCT. 04. 2012.

Attn.: 전문경 사장님, 이시영 상무님

Total Page(s): 1

From: 해외영업팀

including this covering

Subject: 업무연락

귀사의 일익 번창하심을 기원합니다.

당사에서는 귀사와의 미국 판권 해지계약을 만드는 과정에서 S.C. CONTINENT CORP.가 2000년 1월 7일 설립되어 2003년 8월 22일 해산된 것으로 확인하였습니다.

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정원태 / 김공욱 배상

삼양식품 RC 총괄 / 해외영업팀장 (대)

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SAMYANG FOODS, a Ramen Manufacturer with a proud history of 40 years' tradition based on Honesty and Credit.

CERTIFICATION OF TRANSLATION

and

DECLARATION

State of California)
) S. S.
Los Angeles County)

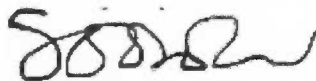
I, Soomi Ko, the undersigned, declare under penalty of perjury that I am a duly certified Korean Court Interpreter approved by the United States District Courts, certified by the State of California and the Los Angeles County Superior Courts, with competent knowledge of Korean and English, and that I have truthfully and correctly translated **35 Exhibits listed below re: Sam Yang (USA), Inc. v. Samyang Foods Co., Ltd., et al., Case no. 2:15-cv-07697 AB (KSx)** from Korean to English in accordance with Fed. R. Evid. 901 and that the said translation is, to the best of my knowledge and belief, a true and correct translation. I further declare under penalty of perjury that I am neither counsel for, related to, nor employed by any of the parties, and that I have no financial or other interest in the outcome of any action related to this translation. I declare under penalty of perjury that the foregoing is true and correct.

List of Exhibits Translated

Ex. 1006 TRANS.pdf	Ex. 1071 TRANS.pdf
Ex. 1007 TRANS.pdf	Ex. 1072 TRANS.pdf
Ex. 1010 TRANS.pdf	Ex. 1073 TRANS.pdf
Ex. 1012 TRANS.pdf	Ex. 1074 TRANS.pdf
Ex. 1023 TRANS.pdf	Ex. 1075 TRANS.pdf
Ex. 1024 TRANS.pdf	Ex. 1076 TRANS.pdf
Ex. 1027 TRANS.pdf	Ex. 1077 TRANS.pdf
Ex. 1029 TRANS.pdf	Ex. 1084 TRANS.pdf
Ex. 1036 TRANS.pdf	Ex. 1093 TRANS.pdf
Ex. 1038 TRANS.pdf	Ex. 1104 TRANS.pdf
Ex. 1044 TRANS.pdf	Ex. 1109 TRANS.pdf
Ex. 1045 TRANS.pdf	Ex. 1112 TRANS.pdf
Ex. 1048 TRANS.pdf	Ex. 1113 TRANS.pdf
Ex. 1051 TRANS.pdf	Ex. 1114 TRANS.pdf
Ex. 1052 TRANS.pdf	Ex. 1115 TRANS.pdf

Ex. 1053 TRANS.pdf	Ex. 1119 TRANS.pdf
Ex. 1068 TRANS.pdf	Ex. 1120 TRANS.pdf
Ex. 1069 TRANS.pdf	

Executed on 19th of December,



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Ko & Martin Certified Interpreters and Translators
Specializing in Korean and Chinese Languages

EXHIBIT 9

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
3

4 _____
4 SAM YANG (U.S.A.), INC.;)
5 ROYPAC, INC., dba S.C.)
6 CONTINENT CORPORATION,)
7 Plaintiffs,)
8 vs.) Case No.
9 SAMYANG FOODS, CO., LTD.; and) 2:15-cv-07697 AB (KSx)
10 Does 1 through 20, inclusive,))
11 Defendants.)
12 _____)
13 AND RELATED ACTION.)
14 _____)

15 CONTINUED VIDEOTAPED DEPOSITION OF MUN-KYUNG CHUN
16 Los Angeles, California
17 Friday, October 20, 2017
18 Volume II
19

20 Reported by:
21 NADIA NEWHART
22 CSR No. 8714
23 Job No. 2726320
24
25 PAGES 160 - 273

1 A I think that's probably true.

2 Q And do you recall when Sam Yang (U.S.A.) was
3 founded?

4 A I was not there at the time, but I presume in
5 the '80s. 10:19:20

6 Q And at that time, did you work for Sam Yang
7 (U.S.A.) at all?

8 A No, I did not.

9 Q When did you begin working for Sam Yang
10 (U.S.A.), roughly? 10:19:37

11 A That would have been mid-1980s.

12 Q And at that time, Sam Yang (U.S.A.) was still
13 owned by Samyang Korea, correct?

14 A Correct.

15 Q And at that time, did your father, former 10:20:10
16 chairman, have ultimate authority over Sam Yang
17 (U.S.A.)'s business?

18 A Yes.

19 MS. BOWMAN: Okay. I'd like to look at
20 Exhibit 1009, please. 10:20:32

21 (Exhibit 1009 was marked for identification
22 by the court reporter and is attached hereto.)

23 BY MS. BOWMAN:

24 Q Ms. Chun, do you recognize this -- this
25 document, Exhibit 1009? 10:21:10

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1 Mexico, as the exclusive territories?

2 MR. McDONOUGH: Vague and ambiguous as to
3 "made the decision" in particular.

4 You may answer.

5 THE WITNESS: As I previously stated, the 10:39:16
6 agreement was to reflect the operation of Sam Yang
7 (U.S.A.) at the time as is. And at that time, we
8 were in charge of North America where we were
9 exporting to Canada and Mexico.

10 BY MS. BOWMAN: 10:39:41

11 Q At that time, in November 1997, was Sam Yang
12 (U.S.A.) distributing to any countries other than
13 the United States, Canada and Mexico?

14 A Are you asking about 1997?

15 Q Yes. 10:40:14

16 A Other than Mexico and Canada, I think we were
17 selling -- we sold in Russia, as well as Guatemala.

18 Q But you didn't want to include Russia and
19 Guatemala in the distribution and sales agreement?

20 A At the time, Samyang Korea was not exporting 10:41:08
21 to Russia or Guatemala, and I had obtained
22 permission for those countries by calling Samyang
23 Korea before.

24 And so that I agree -- enter agreement with
25 my father that for -- continue, at least for some 10:41:37

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1 time, I would sell to those countries.

2 Q But you didn't think it was necessary to
3 include those countries, Russia and Guatemala, in
4 the written agreement, correct?

5 A Since my relationship was that of father and 10:42:09
6 a daughter, so I trusted my father.

7 Q So you and your father had an informal,
8 unwritten agreement that Sam Yang (U.S.A.) could
9 distribute to Nicaragua and Russia?

10 THE INTERPRETER: "Nicaragua," did you say? 10:42:43

11 MR. McDONOUGH: It misstates -- it misstates
12 testimony. It also -- you misspoke -- separately,
13 you misspoke, and said "Nicaragua." You meant to
14 say "Guatemala." I think we understood that.

15 MS. BOWMAN: You're absolutely right. I 10:43:00
16 apologize. And I did say "Nicaragua" by accident.

17 MR. McDONOUGH: We all knew what you meant.

18 MS. BOWMAN: They're really close
19 geographically.

20 THE INTERPRETER: So I will re-render? 10:43:09

21 MS. BOWMAN: Please.

22 THE INTERPRETER: So should I re-render
23 taking "Nicaragua" out to "Guatemala"?

24 MS. BOWMAN: Yes.

25 MR. McDONOUGH: And the objection is still 10:43:19

1 going to stand.

2 THE INTERPRETER: Okay. I got it.

3 THE WITNESS: Yes, that's true. And besides

4 my father, the management who were right below my

5 father were also aware of this. 10:44:00

6 BY MS. BOWMAN:

7 Q But it was your father who ultimately had to

8 approve of Sam Yang (U.S.A.) distributing to Russia

9 and Guatemala, correct?

10 A That's correct. 10:44:28

11 Q At this time, in November of 1997, did you

12 want Sam Yang (U.S.A.) to obtain an exclusive

13 distributorship for North America?

14 A I thought that goes without saying, because

15 at the time, we were already conducting business the 10:45:08

16 same way.

17 Q Why did you think it was necessary at that

18 time to execute a written agreement reflecting the

19 business that you were conducting with Samyang Korea

20 as of November 1997? 10:45:23

21 A When Sam Yang (U.S.A.) -- when we purchased

22 Sam Yang (U.S.A.) from Samyang Korea, isn't it --

23 doesn't that go without saying that when you

24 purchase the company, the exclusivity comes with it?

25 Q I don't know. I guess you would have to tell 10:46:21

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1 was that gentle- -- person's name? Byung Tae?

2 MS. BOWMAN: Yeah.

3 THE WITNESS: Oh, Byung Tae Kim. He went to
4 Korea to get the signature on the agreement.

5 BY MS. BOWMAN: 11:25:15

6 Q And did you give him other documents to take
7 along with this agreement, Exhibit 1009?

8 A Yes.

9 Q Which other documents did you give him?

10 A To my recollection, I think it was stock 11:25:45
11 purchasing.

12 Q Anything else that you recall?

13 A From our side -- our side, that's it. But
14 after, when it was done, they sent something else.

15 Q What else did they send? 11:26:17

16 A From their side. What I mean by that is from
17 Samyang Korea, they were -- this document and stock
18 purchase and trademark.

19 Q So just to make sure I understand, you gave
20 them -- you gave Samyang Korea the stock purchase 11:26:50
21 agreement and the distribution and sales agreement.
22 And from their side, you received back the stock
23 purchase agreement, the distribution and sales
24 agreement and the trademark agreement; is that
25 correct? 11:27:06

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1 A I probably received stocks as well.

2 Q Like as in stock certificates?

3 A Yes, I'm talking about stock certificates.

4 Q Okay.

5 A That's my recollection right now. If I think 11:28:01
6 of anything else, I'll tell you.

7 Q Okay. And had you discussed the terms of the
8 stock purchase agreement prior to Mr. Kim going to
9 Samyang Korea with that document?

10 MR. McDONOUGH: Vague and ambiguous. 11:28:37
11 Discussed with who?

12 BY MS. BOWMAN:

13 Q And I'm talking about discussed with your
14 father the terms of the stock purchase agreement.

15 A Between Byung Tae Kim and my father or myself 11:29:07
16 and my father?

17 Q You and your father.

18 A So what was your question, please?

19 Q My question is, did you discuss the terms of
20 the stock purchase agreement with your father prior 11:29:16
21 to Mr. Kim taking the stock purchase agreement to
22 Korea?

23 A At the time, I discussed and reached an
24 agreement with my father in regards to this and
25 purchase and trademark before the agreement was 11:30:14

1 signed.

2 Q Did you discuss the purchase price with your
3 father?

4 A Yes.

5 Q And did you and your father agree on the 11:30:34
6 purchase price for the stock purchase agreement?

7 A Rather than an agreement, my -- it was my
8 father's request.

9 Q Do you know how -- do you know who determined
10 the purchase price? 11:31:14

11 A At the end, the decision was made together
12 between me and my father.

13 Q How did you determine the purchase price?
14 What did you base it on?

15 A My father brought up a price first. 11:31:55

16 Q Do you know what he based his initial price
17 on?

18 A I do not know what he based it on.

19 Q Did you agree to the initial price that he
20 suggested, or did you ask for a different price? 11:32:18

21 A Initially, I said I did not want to do it.

22 Q But did you ultimately end up paying the
23 price that he initially suggested?

24 A Can you repeat that once more, please.

25 Q Sure. The price that your father initially 11:33:03

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1 working at Sam Yang (U.S.A.), and the business was
2 such that it was not a worthy investment.

3 Q Okay. So you meant you didn't want to
4 purchase Sam Yang (U.S.A.), correct?

5 A That's how I felt. 11:35:42

6 Q But you purchased it anyway.

7 A I bought it because I had no choice. My
8 father forced me to purchase it. He requested -- he
9 made requests. He demanded of me to purchase it and
10 at last, he pleaded with me to purchase it. 11:36:09

11 Q And so this purchase -- this purchase that
12 was effected by the stock purchase agreement was at
13 the same time that the distribution and sales
14 agreement and trademark agreements were signed as
15 well, correct? 11:36:25

16 A Are you talking about at the time frame of
17 signing?

18 Q Correct.

19 A They were all done on the same date.

20 Q And were they all part of the same 11:36:57
21 transaction for you to purchase Sam Yang (U.S.A.)?

22 A That's correct.

23 Q Okay. And you were informed from Mr. Kim as
24 soon as the agreements were signed by your father,
25 correct? 11:37:29

1 A I was notified after it was signed.

2 Q And very soon thereafter, you -- you
3 transferred the money for the purchase, correct, the
4 purchase of Sam Yang (U.S.A.)?

5 A By then, money was already there. 11:38:15

6 Q When did you transfer the money for the
7 purchase?

8 A Almost the same timing as the signing.

9 Q Were you aware that Samyang Korea would be
10 announcing its bankruptcy or restructuring 11:38:38
11 procedures as soon as the agreements were signed and
12 the money was transferred?

13 MR. McDONOUGH: Vague and ambiguous,
14 overbroad, possibly speculation.

15 You may answer. 11:39:15

16 THE WITNESS: I heard rumors.

17 BY MS. BOWMAN:

18 Q Did you know that Samyang Korea was going
19 to -- strike that.

20 Did you and your father discuss the fact that 11:39:32
21 Samyang Korea was going to enter bankruptcy or
22 insolvency proceedings prior to signing of the
23 distribution agreement?

24 A My father was the founding -- or my father
25 was the founder of the company. He did not readily 11:40:24

1 break now.

2 Again, don't concern yourself with why she's
3 asking the questions. Just answer the questions to
4 the best of your ability.

5 THE WITNESS: I understand, but the 12:42:12
6 questioning is somewhat -- I don't know why.

7 MR. McDONOUGH: Okay. And again, we can talk
8 about it. But if you don't understand the question,
9 just tell her you don't understand it. You don't
10 need to quibble with her about why she's asking it. 12:42:27
11 Just say to Ms. Bowman, I'm sorry, I don't
12 understand your question.

13 THE WITNESS: Ah, I apologize. I will --
14 I'm going to -- I --

15 MR. McDONOUGH: Okay. They need to take 12:42:45
16 another call, so we're going to go off the record,
17 and we'll clear this up after the lunch break.

18 THE WITNESS: Thank you.

19 THE VIDEOGRAPHER: Off the record. 12:42.

20 (Lunch recess.) 12:42:54

21 THE VIDEOGRAPHER: Okay. The time is 2:06.
22 We are back on the record.

23 BY MS. BOWMAN:

24 Q Ms. Chun, I believe before lunch, we were
25 discussing the period in the mid-2000s when -- when 02:06:59

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1 you first learned that Korea domestic Samyang
2 products were being sold in the U.S., and I asked
3 you if at that time you believed Sam Yang (U.S.A.)
4 was the only company that had a right to import
5 Samyang products into the United States. 02:07:21

6 Was that your belief?

7 A Yes.

8 Q And did you also believe at that time that
9 Sam Yang (U.S.A.) was the only company that had the
10 right to use Samyang Korea's trademark in the United 02:08:02
11 States?

12 A Yes.

13 Q But were you aware that Samyang Korea
14 products were being sold in the United States that
15 were not imported by Sam Yang (U.S.A.), correct? 02:08:29

16 A You're still talking about mid-2000s?

17 Q Yes.

18 A Yes, in small quantity.

19 Q And you were aware -- strike that.

20 And you believed that one of your employees 02:09:04
21 from Sam Yang (U.S.A.) inquired as to the stores
22 where those products were being sold, correct?

23 MR. McDONOUGH: I believe that misstates
24 testimony.

25 THE WITNESS: You mean I instructed? 02:09:48

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1 that my father had breached his duty for a long time
2 and that In Jang Chun has been pestering my father.
3 So when my father conveyed this to me in this
4 regard, I wrote that.

5 Q What did you understand the breach of duty 02:57:54
6 that your brother accused your father of to be?

7 MR. McDONOUGH: Lacks foundation, and it
8 calls for speculation.

9 You may answer.

10 Maybe I should withdraw that speculation 03:00:25
11 objection. I don't know what's coming here.

12 I still do, all kidding aside, maintain that
13 speculation objection.

14 THE INTERPRETER: Okay. Don't talk anymore.
15 I have to try to get all this. 03:00:49

16 THE WITNESS: Okay. As of the end of 1997,
17 Korea was faced with Asian financial crisis,
18 commonly referred to as IMF Crisis.

19 And also, Korea was going through foreign
20 currency crisis as well. And Samyang Korea/Samyang 03:01:11
21 Foods was going through extremely difficult
22 situation where they had to sell Samyang Korea's
23 head office building, as well as golf course, as
24 well as a company called Yujisaryo, which was in the
25 business of farm animal and related businesses. 03:01:39

1 Q So is it the breach that your brother was
2 accusing your father of, of not really receiving the
3 board approvals that are in the board of directors
4 minutes meetings regarding the sale of Sam Yang
5 (U.S.A.) to Calypco to you? 03:17:28

6 MR. McDONOUGH: Lacks foundation, calls for
7 speculation.

8 THE WITNESS: This doesn't -- this doesn't
9 really have much to do with anything. The name
10 Calypco -- my father told me to use Calypco rather 03:18:41
11 than using a family name, so this is not that
12 important.

13 And at the time I wrote him this letter
14 stating that after five years, legally, there's
15 absolutely no problem about -- because I wanted to 03:20:11
16 console him.

17 At the time, he was 90 years old, and
18 although he was the chairman of the company, he was
19 just an old man. So whenever my younger brother
20 threatened him of going to jail, he would be very 03:20:28
21 afraid.

22 So I would tell him that we have board
23 resolutions, as you can see here, with all of the
24 board members' chops affixed in the back. So I told
25 my father not to worry that this has legal effect. 03:20:50

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1 So that's what this letter is all about.

2 Q Did your father ever tell you that the
3 initial board meeting that's referenced in these
4 minutes did not occur?

5 A This was provided to me in -- on or about 03:21:29
6 middle of January in 1998 by my father.

7 THE INTERPRETER: Okay. Strike that.

8 THE WITNESS: This was provided to me on or
9 about middle of January in 1998 by Samyang Korea/
10 Samyang Foods. 03:22:01

11 BY MS. BOWMAN:

12 Q Why did you write in this letter:
13 "Even if the initial board meeting
14 was not convened, father would have
15 had the most number of shares."? 03:22:12

16 Why did you mention the board meeting not
17 being convened?

18 A Well, in Korea, sometimes board of directors
19 meeting convene, and sometimes it doesn't convene.
20 And sometimes the board of directors meeting is held 03:23:50
21 for some small issues or big issues. Or sometimes
22 the board of directors meeting is not held.

23 And in Korea, it is much different than the
24 U.S. And when a person is a chairman in Korea,
25 especially a somewhat larger-sized chairman, they 03:24:16

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1 are considered almost like an emperor. So sometimes

2 they hold board of directors meeting, and sometimes

3 they don't. And I said this to alleviate his

4 worries since my father was much concerned.

5 MS. BOWMAN: Okay. I think maybe we should 03:24:42

6 take a break.

7 THE INTERPRETER: Thank you.

8 MS. BOWMAN: We've been going for a while.

9 THE VIDEOGRAPHER: Off the record, 3:24.

10 (Recess.) 03:24:57

11 THE VIDEOGRAPHER: Okay. The time is 3:51.

12 We are back on the record.

13 BY MS. BOWMAN:

14 Q Okay. Ms. Chun, I wanted to ask you a little

15 bit about Korean companies and how they worked, 03:51:37

16 which you started to mention before the break.

17 You said that in Korea, unlike in the U.S.,

18 the chairman is almost like an emperor. So did you

19 mean by that that when the chairman makes a

20 decision, the employees basically follow it without 03:51:55

21 really asking questions?

22 A Yes, that's possible.

23 Q So I guess to compare to American companies,

24 does the -- does the chairman basically have the

25 final say on pretty much every decision that's made? 03:52:48

1 MR. McDONOUGH: Vague as to "disrespectful"
2 in this context.

3 You may answer.

4 BY MS. BOWMAN:

5 Q You can answer. 03:59:04

6 A Well, in my generation -- you know how old I
7 am. That question was asked to me in the beginning
8 of the questions, so you know how old I am, right?
9 I'm trying to talk about my generation. Your
10 generation -- your generation and my generation are 03:59:43
11 different.

12 Well, in -- in our generation, we cannot
13 address our parents in a disrespectful manner.
14 That's just not allowed. Although I may say this
15 and that, I don't want to do it, please give me my 04:00:34
16 money back and whatnot, ultimately, I would obey
17 what my father would say.

18 In our generation, we respect our parents by
19 listening to what they tell us and not doing
20 whatever I want. I'm sure you may not understand, 04:00:56
21 but Koreans who grew up back then would understand
22 what I'm talking about.

23 Q So when you said you had to obey your father,
24 it was needing to obey him because he was your
25 father and not because he was the chairman of 04:01:17

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1 Samyang Korea?

2 A Rather than in the context of obeying my
3 father, I felt that I did a good deed for my father.
4 I did a good deed to my father who was the founder
5 of the company, and I did a good deed to Samyang 04:02:06
6 Korea.

7 Q So it was out of respect to your father and
8 the company that he had built?

9 A Yes.

10 Q Did you feel the same amount or the same 04:02:26
11 degree of respect for your brother when he became
12 the chairman of Samyang Korea?

13 A Not at all.

14 In Jang Chun, from year 2001 onwards to
15 present, has harassed me by threatening to shut down 04:03:17
16 Sam Yang (U.S.A.) continuously for many years, and
17 even my father knows about that.

18 Q How did he threaten to shut down Sam Yang
19 (U.S.A.)?

20 A He has harassed and threatened me by changing 04:06:12
21 the payment terms initially. And in the beginning,
22 our payment term was DA; that means we were to make
23 payment directly to the company. And thereafter, he
24 changed the term on the payment to LC. What does
25 that mean? 04:06:36

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1 You may answer.

2 THE WITNESS: They probably have some other
3 reasons, some other reasons between In Jang Chun and
4 Jung Soo Kim as to what they want to do by
5 establishing a new company. I'm sure they have 04:23:54
6 their own reasons.

7 BY MS. BOWMAN:

8 Q And that's just speculation, correct? You
9 don't actually have any basis for thinking that
10 they're starting a new company? 04:24:04

11 A Well, if we are shut down, they'll probably
12 come in. That sounds like a reality.

13 Q But again, that's just you speculating based
14 on what you think is likely to happen. You don't
15 know any specific facts that make you think they're 04:24:42
16 trying to start a new company, correct?

17 A I'm giving you a hypothetical answer, because
18 you asked me a hypothetical question.

19 MR. McDONOUGH: That's true.

20 MS. BOWMAN: Actually -- not even worth going 04:25:25
21 over.

22 Q Okay. Ms. Chun, forgive me for asking, but
23 when did your -- when did your father pass away,
24 approximately?

25 A Three years ago. It's been three years. 04:25:58

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1 That was in July 2014.

2 Oh, and for your reference, my father was
3 installed as an honorary chairman in year 2011. At
4 the same time, In Jang Chun became the chairman.

5 And then thereafter, a few months after, he kind of 04:26:46
6 became ill and then passed away in 2014.

7 And I believe the payment term was changed
8 when In Jang Chun became the chairman. And I think
9 payment term was changed into LC at that time in
10 year -- when my brother became the chairman as well; 04:28:08
11 however, my father wasn't like that.

12 My father was very understanding. And if I
13 said, oh, father, I'm going through a difficult
14 time, then he would say, oh, is that right? And I
15 said, "I need a little bit more time." 04:28:28

16 And then he said, "Oh, okay. I will wait for
17 you."

18 And then if I said, oh, my God, the products
19 have rotten smell, and then he will say, well, look
20 into it. Look into it. 04:28:41

21 And if I said I was having difficult time, he
22 will wait for me. And also, all the time that I did
23 business with Samyang Korea, I never not paid the
24 payments that I owe. And ultimately, balance became
25 zero. So my father also acknowledged me and also 04:29:06

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1 trusted me with my creditworthiness.

2 Q But your brother, In Jang Chun, did not trust
3 you the same way that your father had?

4 A No, it's not that he didn't trust me, per se.

5 I don't think that's the reason behind it. He has 04:29:55
6 his own purpose of doing things. And his purpose is
7 to shut me down so that I close my doors, that, you
8 know, he wants to kill me.

9 So what I mean by that -- what I mean by he's
10 trying to kill me is that he wants to kill my 04:30:24
11 business, okay? I want to make sure that's on
12 there.

13 Well, there's a Korean attorney present here,
14 so she will probably know that there are many
15 Korea -- Korean dramas with the same theme where, 04:31:01
16 you know...

17 MR. McDONOUGH: Well, wait a minute. Michael
18 Jin might know better than anybody else about that.

19 THE WITNESS: Well --

20 MS. BOWMAN: Objection; calls for speculation. 04:31:23

21 MR. McDONOUGH: It doesn't.

22 THE WITNESS: It's like a muddled story of --
23 of people doing things, and it will be as to In Jang
24 Chung and Jung Soo Kim are those bad heroines of the
25 drama, and I am the victim. 04:31:49

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1 MS. SHIN: I feel like my habit of watching
2 Korean drama is exposed here.

3 BY MS. BOWMAN:

4 Q Ms. Chun, are you currently involved in a
5 lawsuit against your brother involving your father's 04:32:01
6 estate?

7 MR. McDONOUGH: I suspect that's irrelevant
8 and not calculated to lead to the discovery of
9 admissible evidence and possibly invasion of
10 privacy. 04:32:25

11 But you may answer. It's a yes-or-no
12 question.

13 THE WITNESS: Yes.

14 BY MS. BOWMAN:

15 Q When did the lawsuit begin? 04:32:50

16 A Since I am situated here, I'm not exactly
17 sure. But according to Korean law, to my
18 understanding, the lawsuit has to be lodged within
19 one year of passing. So I believe the suit may have
20 been lodged one or two days prior to the expiration 04:33:41
21 date, but I'm not really sure.

22 Q Okay. I wanted to turn back to this letter
23 that we were looking at before, Exhibit 1069-C. I
24 just had a few more questions about this.

25 Okay. In the second paragraph, when you say, 04:34:17

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1 "It would be proper to transact via normal method,"
2 what did you mean by that?

3 THE REPORTER: What method?

4 MS. BOWMAN: Normal.

5 THE WITNESS: As I were to explain the 04:36:53
6 circumstances back then, if we look at the fax,
7 since it states that it's a re-fax, that means the
8 first fax came prior to this date.

9 So after this fax was first received, I had a
10 conversation with my father about this fax. But by 04:37:16
11 this time, my father and I endured long period of
12 this back and forth where whenever I had issues, he
13 will come onboard and help me and whatnot.

14 But we were both very tired by this time.
15 And by this time, my father was no longer the 04:37:41
16 chairman but has become an honorary chairman. That
17 means he was no longer in the front line but in the
18 back. And that was the background of what the
19 circumstances was.

20 And my father and my mother have some age gap 04:38:04
21 between the two of them. And by this time, I have
22 been practicing meditation for a long time, which
23 was Oriental yoga. So my father was telling me,
24 "Why don't you wrap everything up over there and
25 come back and stay with your mom. And perhaps I can 04:38:33

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1 give you something that your mom has."

2 So that's when I suggested, based on his
3 suggestion that he could give me something that my
4 mother owns -- rather than that, I am saying it will
5 be better to just do a normal transaction. 04:38:58

6 Q And by "wrap everything up," did you
7 understand your father to mean sell Sam Yang
8 (U.S.A.) back to Samyang Korea?

9 A No, that's not what we're talking about, not
10 selling Sam Yang (U.S.A.). I purchased Sam Yang 04:39:49
11 (U.S.A.), so that's mine. But what my father and I
12 were talking about is the distribution.

13 Q So on the last page of this letter -- where
14 you talk about sending --

15 THE INTERPRETER: Oh, hang on. Excuse me. I 04:40:11
16 missed something.

17 THE WITNESS: What stayed in the letter, the
18 three items, stopping export to Korea altogether,
19 increasing prices, stopping DA transaction, things
20 like that was stressing me, and my father felt my 04:40:45
21 stress as well.

22 THE INTERPRETER: That portion was in the
23 middle somewhere in her testimony.

24 BY MS. BOWMAN:

25 Q Okay. And so that's why you were considering 04:40:59

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1 terminating the distribution agreement at that
2 point?

3 MR. McDONOUGH: Misstates testimony and
4 evidence.

5 You may answer. 04:41:19

6 THE WITNESS: At the time, my father, looking
7 at this fax and myself, looking at this fax, who
8 would not be angry? So out of anger -- and we --
9 you know, this was said. And it was -- it was like
10 having regrets between my father and I, my father 04:42:49
11 saying, "Oh, my God. I can't believe this is
12 happening, and I'm in my age of 90 years old."

13 And my father's situation was that although
14 he did not like his son, he still have -- had to
15 give the company to his son, and he became the 04:43:13
16 honorary chairman without any authority.

17 So although I had written my letter this way,
18 what would me going to Korea being with my mother
19 will bring? That will be a temporary solution,
20 whereas my mother will soon pass away also. And the 04:43:35
21 reality is I still had 80 years left to this
22 agreement. So although I had written this letter
23 this way, it ultimately just fizzled out.

24 BY MS. BOWMAN:

25 Q So on the last page of this letter, near the 04:44:02

1 THE REPORTER: "We treat it" what?

2 THE INTERPRETER: "Lightly."

3 THE WITNESS: And one more thing. As you can
4 see, the date is in year 2013. In year 2013, at the
5 time, there was a price fixing lawsuit that was 04:57:58
6 brought up. And then although we were not involved
7 at all from our company, both consumer and the
8 wholesalers sued on antitrust lawsuit.

9 So thereafter, I was fully wrapped up by
10 hiring an attorney and responding to such lawsuit. 04:58:27
11 And I believe Samyang Korea became wrapped up with
12 the antitrust lawsuit as well, and they were wrapped
13 up on their end as well.

14 So in conclusion, because of that, all these
15 talks went back to the starting point or original 04:58:48
16 point.

17 BY MS. BOWMAN:

18 Q So I understand your point to be that after
19 you sent the initial letter when you were very
20 angry, you didn't really consider terminating the 04:59:04
21 distribution agreement seriously. What I don't
22 understand -- and this is my question now, which is,
23 why did you continue to discuss termination until
24 March of 2013 if you weren't interested in
25 termination following December 2011? 04:59:21

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1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby
3 certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were administered an oath; that
8 a record of the proceedings was made by me using
9 machine shorthand which was thereafter transcribed
10 under my direction; that the foregoing transcript is
11 a true record of the testimony given.

12 Further, that if the foregoing pertains to the
13 original transcript of a deposition in a Federal
14 Case, before completion of the proceedings, review
15 of the transcript [] was [] was not requested.

16 I further certify that I am neither financially
17 interested in the action nor a relative or employee
18 of any attorney or any party to this action.

19 IN WITNESS WHEREOF, I have this date subscribed
20 my name.

21 Dated: 10/23/2017

22

23

A handwritten signature in cursive script that reads "Nadia Newhart". The signature is written in dark ink and is positioned above a horizontal line.

24 NADIA NEWHART

25 CSR NO. 8714

EXHIBIT 10

SAMYANG0025381

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SAMYANG0025386

International delivery
by FedEx Express



Envelope
For International Use

Confidential



To: Joong-yun Chun

85-606 Hyundai APT

Apgujeong-dong, Gangnam-gu

Seoul, 135-110, KOREA

SAMYANG0025384T

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To: Joong-yun Chun

85-606 Hyundai APT

Apgujeong-dong, Gangnam-gu

Seoul, 135-110, KOREA

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①

To Dad and Mom

12-19-2011

Hello?

I am sending you a copy of the board of directors resolution that you mentioned over the phone.

I am informed that there is no problem legally if it has been 5 years since the breach of duty. Even if the initial board meeting was not convened, father would have had the most number of shares at the time, and I am assuming he did the same with other matters.

I think you should look into this through someone else, and it would be proper to transact via normal method.

This is between one company to another. If mom's personal money were to be received, would she feel good about that?

Within a few days, this year will end and the new year will begin. As soon as I arrived on November 28th, and I haven't even had the chance to recover from jet lag, and everyday until now, I've been hearing not only about the breach of duty, but I've also been accused of being a thief and a swindling bitch who has ripped off the payment of the goods. And according to the FAX that was received on the 29th:

<I am enclosing the FAX>

(1) Suspension of all U.S. export activity

(2) Price increase

(3) Discontinuation of the credit-based payment term

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*This is not a business negotiation; it is telling me to die and disappear at once, without being able to make any noise at a dead-end and not even able to breathe—
this is basically a breach of contract.
Rather, this is inducing and prompting us to bring the lawsuit from our side.*

*How can this be, even after my continuous suffering in patience?
Do you want the lawsuit to happen?
Do you want me to hang myself and die?*

For the past 10 years and more, I am also the daughter of the company founder. I have been subjected to all sorts of humiliation and indignity from a sibling who is more than 10 years younger than me.

Coming to the company one day suddenly, and behaving in a rude manner like a henchman or a loan shark, the shipment halted and made it impossible to display the ramen products on the market shelves; more so, even exerted threat and intimidation to write a will, and also acted rudely in front of the employees.

In what universe does it make any sense for any businessperson to suspending the U.S. market in this day and age, which is not the period of Goryeo or Chosun Dynasty?

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③

On the morning of departure from Korea, I said, send the official letter regarding the price that Jung-soo wants, but I did not want my employees to know about this.

Only the Managing Director See-young Lee knows about it.

I think it would be best to do this verbally and make a decision when the agreement has been reached.

When things settle down, I would like to run a meditation center in Korea and live quietly in meditation.

I look forward to your wise decision.

Take care,

Respectfully, Mun-kyung

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Meeting Minutes of the Board of Directors

On January 24, 1998, 10:00 AM, the board meeting was held at Samyang Foods Co., Ltd.'s *Wolgok* company building located at 82-9 Hawolgok-dong Seongbuk-gu, Seoul.

Among 13 directors, 7 directors in attendance

At the stated hour, CEO and chairman Joong-Yoon Chun took a seat and announced beginning of the session, starting the deliberation of the bill.

The first item on the agenda: A motion was made for selling the investment stocks of another corporation, and the moderator explained that we would like to sell the stocks of Sam Yang U.S.A. held by our company on the terms described below, and requested the board's approval on this matter, and all of the directors in attendance passed the bill.

See Below

1. Terms of Sale

a. Purchaser: CALYPCO, INC.

LIM, CHOON TAIK

b. Name of Event: Sam Yang U.S.A. Inc.

c. Number of Shares: 550 shares (\$@10,000)

d. Sales Price: ₩3,000,000,000

2. Cause for Sale: Improvement of financial structure

The forgoing agenda is hereby concluded and the moderator declared adjournment at 10:30 AM.

In order to clarify the progress and conclusion of above proceeding, this meeting minutes has been prepared and the moderator and the directors in attendance signed and sealed as follows.

January 24, 1998










Samyang Foods Co., Ltd. Board of Directors

Moderator, CEO, Chairman, Joong-Yoon Chun



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	CEO and President,	In-Chang Chun					
	Director in Attendance,	In-Soo Ahn					
	Director in Attendance,	Myung-Soo Sohn					
	Director in Attendance,	Seok-Jeon Kang					
	Director in Attendance,	Dong-Hyung Lee					
	Director in Attendance,	Dahl-Sihk Choi					
	Auditor,	Heung-Joo Kim					

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Samyang Foods Co., Ltd.

Address 82-9, Hawolgok 1-dong, Songbuk-gu, Seoul, 136-131, Republic of Korea
Home Page : <http://www.samyangfood.co.kr>
E-mail : gongwook@hotmail.com
Telephone : +82-2-940-3340-4, 940-3292
Facsimile : +82-2-919-6180

Refax

To : S. C. CONTINENT CORPORATION
Attn. : President Mun Kyung Chun, Managing Director Si Young Lee,
General Manager Woonbae Yeo
From : Overseas Sales Team

Date: DEC. 29, 2011.

Total page(s) :2
including this covering

Subject: Proposal to normalize the transaction relations in 2012

We wish your company's continued prosperity.

Our company has continuously requested the reduction of price and payment terms since the Lehman Brothers situation in 2008, but your company has continued to postpone responding to our request using the status of special relations, stating the reasons of uncertainty of the U.S. economy and weakening international competitiveness. Our company has reached a situation where we have to stop export to U.S. if there is any further delay in reduction of price and payment terms. A company has a duty to generate profit and pay dividend to shareholders. However, it is impossible to generate profit in the transaction with your company due to deficit export. This is to notify the reduction and change in the terms of transaction with your company in 2012 as below under the principle of international transaction and in consideration of the equity with other exclusive agents in other countries for your reference.

1) Price: Our export price is the same all over the world based on cost and expected exchange rate. However, export to your company is made at the 15% discounted price (\$6.60 based on Samyang ramyun 20X) from the base export price of this company (Samyang Ramyun 20X base price \$7.60), which is provided at short of the cost of this company for your special relations. Therefore, this company will normalize all the prices for shipping from January 1, 2012 to the base price of this company in order to establish a more reasonable transaction order in the practice of transaction with your company.

2) Payment terms: Currently, export is made to all the overseas agents of this company at 100% T/T payment before shipping or L/C AT SIGHT. Currently your company has been changed from the existing T/T IN ADVANCE & L/C AT SIGHT condition to 90 days DA due to the recession of the U.S. economy and the MFN of special relations, but we would like to reduce to the previous payment terms as of January 1, 2012 and ask for your cooperation. Our company has received correction instructions many times due to transaction equity with other agents and through ex officio investigation by the Fair Transaction Committee and audits of Tax Offices, but for transaction safety of your

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2011-DEC-16 09:14 From:

To: 5629469915

P.2

company, in order to minimize the problems from sudden change in payment terms, we have gradually proceeded with minor reduction in 2010 and 2011 and we believe that we have entered the stage where we can minimize the risk even if we change the payment terms now.

- 3) Therefore, we will issue PRO-FORMA INVOICE normally regarding the container ordered after January 1, 2012 and will ship when the payment is confirmed. Therefore, please pay as scheduled for the unpaid amount as of December 31, 2011 to match the 3 months after shipping terms after accounting audit.

Thank you.

Sincerely,

Bong-hun Kim/Gong-wook Kim

Head of Sales Department, Samyang Food Co., Ltd. /Overseas Sales Team leader (Acting)

CC.

SAMYANG FOODS, a Ramen Manufacturer with a proud history of 40 years' tradition based on Honesty and Credit

SAMYANG0025391T

EP16A

EXHIBIT 1069-C
WIT: Chun
DATE: 10.20.17
NADIA NEWHART, CSR 8714

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International delivery
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Envelope
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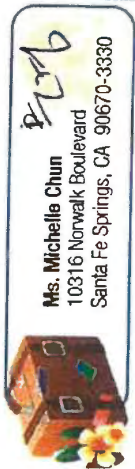
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김정호
김정호
김정호
Seoul, 135-110, KOREA

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아버지 · 엄마께

12-19-2011

안녕하세요?
전화로 말씀하신 디사회 결의서 사본 보내
드립니다.
배임은 5년이 지나면 법적으로는 아무 이상이
없다고 합니다. 실제 디사회를 열지 않았다고
해도, 그 당시 아버지 주식 지분이 제일 많았을
테고, 다른 것 들도 그렇게 하셨습니다.

다른 사람 통해 한번 알아보시고 정상적인 방법
으로 거래 하는 것이 타당하다고 생각합니다.

회사대 회사인테, 엄마 개인 돈을 쓴다면,
엄마 기분이 좋겠어요?

디지 며칠이면, 물세가 지나고 새해가 밝아
옵니다.

11월 28일에 도착해서 마자 시차도 제대로
적응하지 못한채, 매일 매일 지금까지,
배임이다, 물건 값 떼어먹은 도둑한테 시가꾸면
소리도 모자라

지난 29일자 FAX 접수한 바에 의하면
<FAX 동봉 합니다>

- ① 미국 수출 전면 중단
- ② 가격 인상
- ③ 외상거래 중단

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②

이 내용은 거래 하자는게 아니라,
답도 못두게, 막다른 골목에서 소리 한번
못내고, 단 한번에 죽어서 없어 지라는
내용인데,
일종의 네이티브 포지 인 셈이지요.
오히려 우리 쪽에서 소동을 하게끔, 유도하고
유혹하고 있습니다.

계속 참자 참자 하니까 미래도 되는겁니까?
소동하는걸 원 하십니까?
목매달아서 죽는걸 원 하십니까?

지난 10년 넘게, 저도 창업주의 딸입니다.
10년 이상 찾아나는 동생에게서 갖은 수모,
치욕 다 당했습니다.

언제까지 찾아와 해탈사, 사채업자가 하듯이
무례하게, 어느날 갑자기 선적중단이 되어
미켈 선반에 라면 등을 진열도 못하게
하는가 하면, 유언장 쓰라고 헐악 공간
까지, 직원들 앞에서 무례하게 행동
하였습니다.

계상에 어느 장사꾼이 고려시대, 미조시대도
아닌 요즘 계상에 미국 시장 중단 중단하는것이
말이 됩니까?

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③

한국에서 출발 하던날 아침에 짐수가
원하는 가격을 공문으로 보내라고 하였는데,
우리직원들이 눈치채는것을 원하지
않습니다.

이시여 상무만 알고 있습니다.

구두로 하신다 함의가 되면 그때 결정
하시는데 좋을듯 합니다.

정리되면 한국에 가서 명상 센터 하면서,
무선 하면서 조용히 살고 싶습니다.

현명한 판단 바랍니다.

이런일이 계속되시라.

부정도 드려

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理事會 議事錄

西紀 1998年 1月 24日 午前 10時 서울特別市 城北區 下月谷洞 82-9 三養
食品(株) 月谷社屋 會議室에서 理事會를 開催하다.

理事 13名中 出席理事 7名

定時に 代表理事 會長 全 仲 潤 議長席에 着席하여 開會를 宣稱하고
議案審議에 들어가다.

第1號議案 : 他法人 出資株式 處分の 件을 附議하고 議長은 當社에서 所有
하고 있는 삼양U.S.A 株式을 다음과 같이 處分코자 한다는 說明을 하고 本
理事會에서 承認하여 줄 것을 提議同意를 구한 바, 出席理事 全員 贊成可決
하다.

다 음

1. 處分內容

가. 買受者 : CALYPCO, INC.
LIM, CHOON TAIK

나. 種目名 : 삼양U.S.A(주)

다. 株式數 : 550주 (\$@10,000)

라. 處分額 : 3,000,000,000원

2. 處分理由 : 財務構造改善

以上 議案을 議了하고 議長은 10時 30分에 閉會를 宣稱하다.

위 議事의 經過와 結果를 明確히 하기 위하여 本 議事錄을 作成하고
議長 및 出席理事 다음에 記名捺印하다.

1998年 1月 24日

三養食品株式會社 理事會
議長 代表理事 會長 全 仲 潤



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代表理事 社長 全 寅 壯



出席理事 安 麟 洙



" 孫 明 秀



" 姜 錫 田



" 李 東 衡



" 崔 達 植



監 事 金 興 洙



SAMYANG0025383

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Samyang Foods Co., Ltd.

Address : 82-9, Hwanggok 1-dong, Songbuk-gu, Seoul, 135-131, Republic of Korea

Home Page : <http://www.samyangfood.co.kr>

E-mail : goongwook@hotmail.com

Telephone : +82-2-940-3340~4, 940-3292

Facsimile : +82-2-919-6160

Refax

To : S.C CONTINENT CORPORATION

Date : DEC. 29, 2011.

Attn : 전문경 사장님, 이시영 상무님, 여운배 부장님

Total page(s) : 2

From : 해외영업팀

including this covering

Subject : 2012 년 거래 관계 정상화를 위한 제안

귀사의 일익 번창하심을 기원드립니다.

당사에서는 2008년 리먼브라더스 사태이후 가격 및 결제 조건의 충실을 지속적으로 요청드렸으나, 귀사에서는 미국 경제의 불확실성 및 국제 경제학 악화를 이유로 당사의 요청을 특수관계의 지위를 여용 계속해서 미루어 오셨으나, 당사에서는 더 이상 가격 및 결제 조건의 충실을 미루지 미국으로의 수출을 전면 중단할 수밖에 없는 지경에 이르렀습니다. 기업은 이익을 창출하여 주주들에게 배당금을 지급하여야하는 의무가 있습니다. 그러나 귀사와의 거래를 전자 수출로 인한 기업 본연의 이익창출이 불가능한바 아래와 같이 2012 년 에 귀사와의 거래에 있어 다른 국가의 독립 AGENT 와의 경쟁성 및 원가 상승 및 국제 거래 면책상 아래와 같이 조건을 환원 및 변경을 통지 드리오니 업무에 참조 하시기 바랍니다.

1) 가격 : 당사의 수출가격은 원가 및 예상 환율에 의거 전세계 통일한 가격으로 수출되어지고 있습니다. 그러나 귀사의 수출가격은 특수관계의 최대국 대우로 당사의 기존 수출가(상향라면 20 일 기준가 \$7.60)에 15% 할인된 (상향라면 20 일기준 \$6.60) 가격에 수출되어지고 있는바, 당사의 원가에 못 미치는 가격으로 수출을 하고 있습니다. 이에 당사에서는 2012 년에 귀사의 거래관행에 보다 합리적인 거래 절차를 확립코자 2012 년 1 월 1 일부터 전적되는 모든 가격을 당사의 기준가로 정상화 시키고자 합니다.

2) 결제 조건 : 현재 당사의 모든 해외 AGENT 는 전적전 100% T/T 결제 이거나 L/C AT SIGHT 로 수출되어 지고 있습니다. 현재 귀사는 기존 T/T IN ADVANCE & L/C AT SIGHT 조건에서 미국 경기의 불황 및 특수관계의 최대국대우로 90 DAYS DA 라는 거래로 변경이 되었으나, 기존의 결제조건으로 2012 년 1 월 1 일부터 환원코자 하오니 협조 양부 드립니다. 당사에서는 다른 AGENT 와의 거래 경쟁성 및 이로 인한 공정위의 직권조사 및 세무서 감사등을 통한 시정 지시를 여러 차례 받아왔으나, 귀사의 거래안전을 위하여

SAMYANG0025390

Confidential

2011-DEC-16 09:14 From:

To: 5629469915

P.27

갑작스러운 결제 조건 변경으로 문제 발생을 최소화 하고자 2010 년, 2011 년 미수확소출
정차 진행하여 이제는 결제 조건변경을 하여도 그 리스크를 최소화 할 수 있는 단계에
접어 들은 것으로 판단됩니다.

- 3) 이에 2012 년 1 월 1 일 이후 발주되는 컨테이너에 대하여 정상적으로 PRO-FORMA
INVOICE 를 발행하고, 결제가 확인된 후에 선결제하도록 하겠습니다. 그러므로 2011 년
12 월 31 일자 미수에 대해서는 회계감사를 거쳐 선직원으로부터 3 개월 조건에 맞게
일정대로 결제 부탁드립니다.

감사합니다.

김동훈 / 김공욱 배상

삼양식품 영업본부장 / 해외영업팀장(미)

cc

SAMYANG FOODS, a Korean Manufacturer with a proud history of 40 years' tradition based on Efficiency and Credit.

SAMYANG0025391

EXHIBIT 11

MAR-13-2013 14:19 From:

2013-3-13

Tel. (562) 946-9977



Samyang U.S.A., Inc.

10316 Norwalk Blvd., Santa Fe Springs, CA 90670

Fax (562) 946-9918

3-13-13

To: Samyang Foods Co., Ltd. Managing Director Bonghoon Kim, Manager Gong-wook Kim
From: Samyang USA, Inc. Managing Director Si Young Lee
Date:

Subject: Termination of exclusive sales rights and distribution and sales rights in America

Upon reviewing the agreement to terminate exclusive sales rights and the non-exclusive distribution agreement that Samyang Food Co., Ltd. sent to our company, our position is as follows.

1. Termination Agreement

As a result of commissioning a review of the draft agreement prepared by your Attorney to our Attorney, there was a concern that overall legal interpretation is not clear as it is too complicated unlike the original exclusive agreement which is relatively simple. Accordingly, our position is that the agreement at the level of the original agreement is desirable. In other words, we would like to prevent conflicts of interest from its interpretation in the future by simple content of terminating or cancelling the original agreement.

2. Non-exclusive Distribution Agreement

Both parties have already understood that it is possible to accommodate the operation of agency in the U.S. according to the distribution agreement presented by your company based on the premise that it includes the regions of the present level. This is a decision that considered loss and minimum profitability, taking into consideration basic facilities and expenses to operate an agency. Such a conclusion had to be drawn, even considering our sales experience and the already solidly built sales organization. We thank you for understanding the above, and expect that the distribution agreement will proceed based on such understanding.

We hope for your understanding and additional agreement as soon as possible regarding the interim conclusion as above for the matter of termination of exclusive sales agreement.

#2092

MAR-13-2013 14:19 From:

2013-3-13

**Samyang U.S.A., Inc.**

Tel. (662) 946-9977

10316 Norwalk Blvd., Santa Fe Springs, CA 90670

Fax. (662) 946-9916

3-13-13

수신: 삼양식품(주) 김봉훈 상무, 김공욱 과장

발신: 삼양 USA(주) 이시영 상무

발신일:

제목: 독점판매권 해지와 미주 유통판매권

삼양식품(주)가 당사로 송부한 독점판매권 해지계약서와 비독점 유통 계약서의 사본을 검토 한 당사의 입장은 아래와 같습니다.

1. 해지계약

귀사의 변호사가 작성한 계약서 초안을 변호사에게 의뢰해 검토한 결과 비교적 단순한 원 독점계약서와 달리 지나치게 복잡해 그 법률적인 해석이 전체적으로 명확하지 못한 점들이 있다는 우려가 도출되었습니다. 이에 당사는 원계약서 수준에 상응하는 합의서/계약서 정도가 바람직하다는 입장입니다. 즉, 원계약서를 파기, 또는 해지하는 단순한 내용으로 추후에 그 해석에 따른 이해 상충을 미연에 방지하고자 합니다.

2. 비독점 유통계약

귀사가 제시한 유통계약에 따른 미주 대리점 운영을 수용할 수 있는 전제 조건은 현재 수준의 지역을 포함하는 경우 가능할 것이란 것을 이미 양사가 이해를 한 사항입니다. 이는 대리점을 운영하는 기본적인 시설과 경비를 감안하여, 손실과 최소한의 수익성을 고려한 결정으로, 당사의 판매경험과 이미 전실히 구축된 판매조직을 감안하고서도 이런 결정이 도출될 수밖에 없는 점에 이해를 해주신 귀사에 감사하며, 유통계약은 이와 같은 이해에 따라 진행될 것을 기대합니다.

독점판매 계약해지 건에 관한 이상과 같은 중간 결론에 대해서 귀사의 이해와 조속한 추가적인 합의를 기대합니다.

SAMYANG0003490

EXHIBIT 1119
 WIT: *Chun*
 DATE: 10.20.17
 NADIA NEWHART, CSR 8714

CERTIFICATION OF TRANSLATION

and

DECLARATION

State of California)
) S. S.
Los Angeles County)

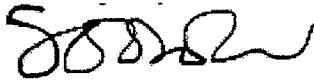
I, Soomi Ko, the undersigned, declare under penalty of perjury that I am a duly certified Korean Court Interpreter approved by the United States District Courts, certified by the State of California and the Los Angeles County Superior Courts, with competent knowledge of Korean and English, and that I have truthfully and correctly translated **35 Exhibits listed below re: Sam Yang (USA), Inc. v. Samyang Foods Co., Ltd., et al., Case no. 2:15-cv-07697 AB (KSx)** from Korean to English in accordance with Fed. R. Evid. 901 and that the said translation is, to the best of my knowledge and belief, a true and correct translation. I further declare under penalty of perjury that I am neither counsel for, related to, nor employed by any of the parties, and that I have no financial or other interest in the outcome of any action related to this translation. I declare under penalty of perjury that the foregoing is true and correct.

List of Exhibits Translated

Ex. 1006 TRANS.pdf	Ex. 1071 TRANS.pdf
Ex. 1007 TRANS.pdf	Ex. 1072 TRANS.pdf
Ex. 1010 TRANS.pdf	Ex. 1073 TRANS.pdf
Ex. 1012 TRANS.pdf	Ex. 1074 TRANS.pdf
Ex. 1023 TRANS.pdf	Ex. 1075 TRANS.pdf
Ex. 1024 TRANS.pdf	Ex. 1076 TRANS.pdf
Ex. 1027 TRANS.pdf	Ex. 1077 TRANS.pdf
Ex. 1029 TRANS.pdf	Ex. 1084 TRANS.pdf
Ex. 1036 TRANS.pdf	Ex. 1093 TRANS.pdf
Ex. 1038 TRANS.pdf	Ex. 1104 TRANS.pdf
Ex. 1044 TRANS.pdf	Ex. 1109 TRANS.pdf
Ex. 1045 TRANS.pdf	Ex. 1112 TRANS.pdf
Ex. 1048 TRANS.pdf	Ex. 1113 TRANS.pdf
Ex. 1051 TRANS.pdf	Ex. 1114 TRANS.pdf
Ex. 1052 TRANS.pdf	Ex. 1115 TRANS.pdf

Ex. 1053 TRANS.pdf	Ex. 1119 TRANS.pdf
Ex. 1068 TRANS.pdf	Ex. 1120 TRANS.pdf
Ex. 1069 TRANS.pdf	

Executed on 19th of December,



Soomi Ko
California State Certified Court Interpreter
#300732
Direct: (213) 999-7848
soomi@komartin.com
www.komartin.com

Ko & Martin Certified Interpreters and Translators
Specializing in Korean and Chinese Languages

EXHIBIT 12

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

SAM YANG (U.S.A.) INC.,)
ROYPAC, INC., dba S.C.)
CONTINENT CORPORATION,)
Plaintiffs,)
vs.) No. 2:15-cv-07697
SAMYANG FOODS CO., LTD.; and) AB (KSx)
Does 1 through 20, inclusive,)
Defendants.)

SAMYANG FOODS CO., LTD.,)
Counter-Claimant,)
vs.)
SAM YANG (U.S.A.) INC.,)
ROYPAC, INC. dba S.C.)
CONTINENT CORPORATION;)
MUN-KYUNG CHUN, and Does 1)
through 20, inclusive,)
Counter-Defendants.)

VIDEOTAPED DEPOSITION OF SEE YONG LEE
Los Angeles, California
Wednesday, December 21, 2016

Reported by:
KATHLEEN E. BARNEY
CSR No. 5698
Job No. 2495581
PAGES 1 - 127

1 THE WITNESS: Well, as far as Roypac is
2 concerned with Sam Yang (U.S.A.), it only handled
3 products that were being imported from Korea.

4 BY MR. RHOW:

5 Q So as to the products being imported from
6 Korea, Roypac was handling everything relating to
7 those products, correct?

8 A Correct.

9 Q And that was from 2001 to the present?

10 A Yes.

11 Q While you were at Sam Yang (U.S.A.), did the
12 paycheck you receive indicate that you were being
13 paid by Sam Yang (U.S.A.) or some other entity?

14 MR. MCDONOUGH: Vague and ambiguous.
15 Overbroad as to time.

16 THE WITNESS: Well, currently I receive
17 checks from S.C. Continent.

18 BY MR. RHOW:

19 Q Let's start in 2001. From 2001 to the
20 present, tell me the various employers you had who
21 have paid you your various salaries.

22 A When you say "employers," who are you
23 referring to?

24 Q Was Sam Yang (U.S.A.) your employer?

25 MR. MCDONOUGH: He is referring to at any

1 (U.S.A.) ever distribute non-Sam Yang ramen?

2 A My understanding is that it did not.

3 MR. RHOW: Let's take a break.

4 THE VIDEOGRAPHER: 11:03. Off the record.

5 (Recess.)

6 THE VIDEOGRAPHER: On the record. 11:28.

7 BY MR. RHOW:

8 Q When did the Union Foods relationship begin?

9 A I'm not really sure.

10 Q Do you know how long it lasted?

11 A It maintained for approximately five years.

12 Q Did it begin after the L.A. factory was
13 closed or sold?

14 A Correct.

15 Q In terms of dollar amount, if that -- I don't
16 know if that is the right way to measure it, but
17 what was the monthly dollar amount of orders that
18 Sam Yang (U.S.A.) was placing with Union Foods?

19 MR. MCDONOUGH: Vague as to time.

20 You can answer.

21 THE WITNESS: I'm not really sure.

22 BY MR. RHOW:

23 Q And I believe you said in your earlier
24 testimony that the OEM products were being sold in
25 Guatemala; is that right?

1 A Yes, correct.

2 Q Anywhere else?

3 A I don't recall as to other areas.

4 Q Do you know why Guatemala?

5 A Well, that transaction had been ongoing even
6 prior to that relationship.

7 Q When you say "transaction," you mean the sale
8 of Sam Yang ramen in Guatemala?

9 A That's correct.

10 Q And those are ramen products sold by Sam Yang
11 (U.S.A.) to folks in Guatemala?

12 A Correct.

13 Q And in selling those products, Sam Yang
14 (U.S.A.) would get money back?

15 A I believe it received the payments.

16 Q Who authorized Sam Yang (U.S.A.) to sell
17 products in Guatemala?

18 A That, I don't recall.

19 Q Do you know if Samyang Korea ever authorized
20 Sam Yang (U.S.A.) to sell products in Guatemala?

21 A Since I'm not in charge of such tasks, so I
22 don't know.

23 Q Who would be in charge?

24 A That would be the director who was in charge
25 of sales at the time.

1 want to make sure when I say Sam Yang (U.S.A.) --
2 well, let me just ask it.

3 Did S.C. Continent ever sell products with
4 the Sam Yang brand name in territories other than
5 the United States?

6 A What Sam Yang products are you referring to?

7 Q Any Sam Yang products.

8 A A small amount of Sam Yang products from
9 Korea was attempted in Mexico. However, the
10 response was not very good.

11 Q When was that?

12 A I don't recall.

13 Q More than ten years ago?

14 A Correct, I believe so.

15 Q More than 15 years ago?

16 A I would say between 10 to 15 years.

17 Q Going back to your answer, I just want to
18 clarify. Was it Samyang Korea who attempted to make
19 the sale in Mexico or was it S.C. Continent?

20 A That would be S.C. Continent.

21 Q So after that attempt by S.C. Continent to
22 sell in Mexico 10 to 15 years ago, S.C. Continent
23 did not make any further effort to sell in Mexico,
24 correct?

25 A Actually, the effort has been put in

1 continuously.

2 Q Did it ever sell any products with the Sam
3 Yang brand name in Mexico since that sale 10 to 15
4 years ago?

5 MR. MCDONOUGH: I think it misstates
6 testimony. When you say "that sale," I think it was
7 an attempted sale 10 to 15 years ago. I might have
8 misunderstood it.

9 BY MR. RHOW:

10 Q Let me clarify that.

11 10 to 15 years ago, S.C. Continent sent
12 products to Mexico, correct?

13 A Correct.

14 Q It was a small amount, correct?

15 A Correct.

16 Q Did it result in any actual sales?

17 A The recipient of the product was not very
18 interested, so it did not move forward.

19 Q So there were no sales?

20 A No. What I'm saying is sales did
21 materialize. However, it did not continue
22 thereafter.

23 Q So there was the one batch that you sent to
24 Mexico that resulted in some sales 10 to 15 years
25 ago, correct?

1 A Actually, Sam Yang products were sent from
2 the U.S. through companies that export products to
3 Mexico.

4 Q I'm getting confused again.

5 THE INTERPRETER: From time to time, I may
6 have to inquire --

7 MR. RHOW: Go for it.

8 THE INTERPRETER: -- the singular or plural
9 of a subject because that's not readily available in
10 Korean.

11 BY MR. RHOW:

12 Q We're going to get to this answer in a
13 second. Buy my only question is, since that small
14 batch you sent to Mexico 10 to 15 years ago, has
15 S.C. Continent specifically ever sent any further
16 products to Mexico?

17 A No, it did not.

18 Q What you've testified, though, is that you're
19 aware of other companies that have sent Sam Yang
20 products to Mexico, correct?

21 A Correct.

22 Q When did you first learn that?

23 A Well, my recollection is that at the time,
24 those companies did not only export ramen, but there
25 were many other products they were exporting as

1 During the time you've been at either Sam
2 Yang (U.S.A.) or at S.C. Continent, are you aware of
3 any employees of those companies traveling to Mexico
4 for business related to Sam Yang ramen?

5 A I don't really recall.

6 Q You mentioned, I believe -- and at this point
7 if I heard it wrong, that would not be surprising,
8 but -- that you're aware of efforts since that small
9 batch was sent 10 to 15 years ago to increase sales
10 in Mexico. What were those efforts?

11 A Well, we looked into whether or not there
12 would be companies that can be in business with us
13 in Mexico.

14 Q When did you look?

15 A About ten years ago, at that time.

16 Q Other than that effort ten years ago, what
17 other efforts do you recall?

18 A Thereafter there were issues relating to
19 products from Samyang Foods. Therefore, we could
20 not make more efforts.

21 Q So regardless of the reasons why, you did not
22 take further efforts in Mexico, based on what you're
23 saying, since that effort ten years ago, Sam Yang
24 (U.S.A.) and S.C. Continent have not made further
25 efforts to increase sales in Mexico, correct?

1 A Correct. Well, a reason being we could not
2 sell Sam Yang products. Therefore, we made no
3 effort.

4 Q The issue with the Sam Yang products, when
5 did that first arise?

6 A That commenced from year 2008.

7 Q Has -- did those issues prevent you from
8 selling in L.A.?

9 A Correct.

10 Q You didn't sell any Sam Yang ramen products
11 in L.A. in 2008?

12 MR. MCDONOUGH: Misstates testimony.
13 Argumentative.

14 You may answer.

15 THE WITNESS: We sold it.

16 BY MR. RHOW:

17 Q And you sold Sam Yang products in 2009,
18 right?

19 A Correct.

20 Q In fact, up until the time that Samyang Korea
21 terminated the distributorship, Sam Yang (U.S.A.)
22 and S.C. Continent was selling ramen all the way
23 through?

24 A Correct.

25 Q Let's talk a little bit about Canada. Did

1 Sam Yang (U.S.A.) or S.C. Continent ever make any
2 efforts to sell in Canada?

3 A Yes.

4 Q When?

5 A We made efforts until year 2000, 2001.

6 Q What were those efforts?

7 A We had agents located in Canada and we
8 exported.

9 Q Since 2001, Sam Yang (U.S.A.) and S.C.
10 Continent have not undertaken any efforts to sell
11 Sam Yang product in Canada, correct?

12 A It's not that -- well, it's not that we did
13 not make efforts, but rather under our
14 authorization, Samyang Foods sold product directly
15 in Canada.

16 Q What do you mean by "authorization"?

17 A Well, we had to provide authorization since
18 we had the sales right of Canada region. Sam Yang
19 (U.S.A.) had that sales authorization.

20 Q So what happened to the authorization in
21 2001?

22 A We authorized sales of the product throughout
23 Canada for the term that is limited not to exceed
24 one year to Samyang Foods.

25 Q I'm a little confused again. What would not

1 exceed one year?

2 A We authorized for the period of one year so
3 that Samyang Foods can distribute in Canada.

4 Q Has Sam Yang (U.S.A.) or S.C. Continent sold
5 any Sam Yang product in Canada since 2001?

6 A No. Because we thought sales in the Canada
7 area would end after -- strike that.

8 No. Because we thought the sales in the
9 Canada area would end up with Sam Yang (U.S.A.) from
10 Samyang Foods after one year. However, we were
11 pressured through some person in between.

12 Q All right. Let me try to break this down. I
13 still don't have the story.

14 In 2001, I think what you're telling me is
15 Sam Yang (U.S.A.) gave a one-year right to Samyang
16 Korea to distribute directly to Canada, right?

17 A We did not provide sales right to them, but
18 we allowed the company to sell for one year.

19 Q And after the one year, Samyang Korea was
20 still selling in Canada?

21 A Yes.

22 Q And --

23 A Well, that is because we were pressured
24 through an individual connection.

25 Q What did Sam Yang (U.S.A.) do to stop Samyang

1 Korea from selling in Canada after that one year?

2 A We made many efforts by asserting our rights.
3 However, it was difficult to stop them.

4 Q Did Sam Yang (U.S.A.) attempt to simply --
5 strike that.

6 Did Sam Yang (U.S.A.) make independent
7 efforts to sell in Canada despite the fact that
8 Samyang Korea was selling in Canada?

9 A At the time, since Sam Yang (U.S.A.) allowed
10 the sales of Samyang Foods in Canada and that rights
11 were going to come back to Sam Yang (U.S.A.) after
12 one year, so we were gearing up to start after the
13 first year.

14 Q After the first year, did you start? Just
15 give me a yes or no first.

16 A No, we did not.

17 Q After that one year, regardless of the reason
18 why, Sam Yang (U.S.A.) and S.C. Continent never
19 undertook any efforts to sell in Canada, correct?

20 MR. MCDONOUGH: Vague and ambiguous.

21 Overbroad. Argumentative as to "any efforts."

22 You may answer.

23 THE WITNESS: Correct.

24 BY MR. RHOW:

25 Q Who is the individual you've been mentioning

1 a couple of times that put the pressure on?

2 A It's the chairman. Chairman and the father.

3 Q Did you believe that Sam Yang (U.S.A.) could
4 disobey an instruction from the chairman of Samyang
5 Korea at the time?

6 A Well, I thought that. However, since he is
7 the father, we had no choice. Since he was the
8 father, we could not lodge a lawsuit against him.

9 Q Why was the fact that he is the father --
10 first of all, father of who?

11 A Well, he is the father of our president,
12 Mun-Kyung Chun.

13 Q And so why is the fact that he is the father
14 of Sam Yang (U.S.A.)'s president a reason why you
15 could not disobey him?

16 A Well, if a lawsuit is to be lodged against
17 the father, that will end the relationship of father
18 and daughter. That's why we couldn't.

19 Q Did M.K. Chun want to sue?

20 MR. MCDONOUGH: Calls for speculation.
21 Potentially implicates attorney-client privilege.

22 You may answer.

23 THE WITNESS: I don't know exactly.

24 BY MR. RHOW:

25 Q Did you want to sue?

1 A Yes.

2 Q Did M.K. Chun tell you that Sam Yang (U.S.A.)
3 was not going to pursue a lawsuit on this issue?

4 A No.

5 Q Did she have any opinion or -- strike that.

6 Did you hear any opinion from her as to what
7 should be done with regard to Samyang Korea's direct
8 sales into Canada?

9 A Since she was getting a lot of pressure from
10 her father, she worried a lot about her relationship
11 with her father, and she had a lot of worries and
12 concerns.

13 Q And so because of those worries, she chose
14 not to do anything about Samyang Korea's direct
15 sales into Canada?

16 A Well, we had the rights. However, since she
17 was continuously receiving pressure, you know,
18 she -- we really did not know what to do.

19 Q And so as a result of that pressure, Sam Yang
20 (U.S.A.) never took any formal actions to stop
21 Samyang Korea's direct sales into Canada?

22 A Correct.

23 Q I'm going to go back -- sorry -- to one
24 issue. On Union Foods, why didn't Sam Yang (U.S.A.)
25 simply import ramen from Samyang Korea as opposed to

1 Q Was it a report on the types of activities
2 that Sam Yang (U.S.A.) was doing to increase the
3 brand awareness of Sam Yang in the United States?

4 A As to the content, I don't really recall
5 right now.

6 Q In 2000 when you returned, and given the fact
7 that Sam Yang (U.S.A.) is now a separate company,
8 did you believe that Sam Yang (U.S.A.) was
9 responsible for doing its own marketing at that
10 point?

11 A Yes.

12 Q After 2000 did you believe Sam Yang (U.S.A.)
13 was responsible for its own efforts to increase
14 brand awareness of Sam Yang in the United States?

15 A Yes.

16 Q After 2000 did you believe that Sam Yang
17 (U.S.A.) was responsible for increasing sales of Sam
18 Yang products in the United States?

19 A No matter what company you are, there is
20 usually support as to advertisement and whatnot when
21 you enter into business with them. But as far as
22 Samyang Foods Korea is concerned, there were no
23 support after 2002.

24 Q And you're aware of that? You knew that,
25 right?

1 MR. MCDONOUGH: Misstates testimony.

2 Argumentative. Asked and answered.

3 THE WITNESS: I don't recall for certain.

4 BY MR. RHOW:

5 Q Let's go back to the question or the line of
6 questioning I was on.

7 Since you came back to Sam Yang (U.S.A.), did
8 you believe Sam Yang (U.S.A.) was supposed to do
9 whatever it could to increase sales of Sam Yang
10 branded product in the U.S.?

11 MR. MCDONOUGH: Asked and answered.

12 You may answer again.

13 THE WITNESS: Correct. Well, however, when

14 Samyang Foods deals with -- whether it be their own
15 branch offices or agents or companies that they deal
16 with, they generally support in regards to
17 advertising. But Samyang Foods did not support us.

18 BY MR. RHOW:

19 Q That's coming across loud and clear.
20 Regardless of the amount of support you were getting
21 from Samyang Korea, you still believed at all times
22 that Sam Yang (U.S.A.) should undertake its best
23 efforts to increase sales of Sam Yang branded
24 products in the U.S., right?

25 A Correct.

1 Q And Michael, does Michael speak Korean?

2 A He speaks English better than Korean.

3 Q All right. Let's go to the next person, who
4 I think is Gary. What territories or markets was
5 Gary responsible for, if you recall?

6 A He was mainly in charge of Chinese ethnic
7 markets in Garden Grove and Torrance -- no. Mostly
8 Gardena also.

9 Q Any other markets?

10 A No.

11 Q Mr. Yeo, what markets or territories has he
12 been responsible for?

13 A He was mainly in charge of Los Angeles area
14 and Irvine, and in charge of wholesalers, both East
15 Coast and West Coast.

16 Q For Mr. Yeo, in terms of the L.A. market and
17 what he is responsible for, are you saying he was
18 responsible for selling directly to specific stores
19 in L.A.?

20 A Correct.

21 Q But he was also responsible for wholesalers
22 and relationships with those folks?

23 A Correct.

24 Q And can you explain generally when you say
25 wholesaler, what do you mean in the context of ramen

1 and Sam Yang products?

2 A The wholesalers do not carry Sam Yang
3 products only. They carry many other products as
4 well as Sam Yang products.

5 Q And is it your understanding that those
6 wholesalers then sell to individual stores or
7 chains?

8 A Correct.

9 Q And Mr. Yeo is -- I'm sorry -- is Korean his
10 first language?

11 A Yes.

12 Q Does he speak English?

13 A A little bit.

14 Q Let's move to the last person. This was the
15 unknown individual who worked from 1997 to 2007. Do
16 you recall what territories or market that person
17 was supposed to be covering?

18 A I don't recall for sure because that person
19 was charged in one area and then switched to another
20 area, and then since that person quit, so I don't
21 know.

22 Q What areas were you in charge of?

23 A I'm more like a controlling person of
24 overall, and in order for me to do market research,
25 I personally go to one market.

1 Q So you will travel to a market to do
2 research?

3 A Correct.

4 Q And why is it important to go to a market to
5 do research?

6 A I'm not just going there for research, but by
7 being in charge of that one market as far as
8 ordering and whatnot, I can get a firsthand
9 experience as to what is actually going on in the
10 market.

11 Q So to increase sales at a market, one of the
12 things that you think is important is to physically
13 travel to the market to see what is going on
14 firsthand, right?

15 MR. MCDONOUGH: Misstates testimony.

16 THE WITNESS: Correct.

17 BY MR. RHOW:

18 Q And it's important for you to develop a
19 relationship with the individuals at the market who
20 may be responsible for buying ramen, right?

21 A Correct. That is the most important thing.

22 Q That, amongst all things, the most important
23 thing you could do to increase your sales is develop
24 that personal relationship with that person
25 responsible for buying ramen, right?

1 A Correct.

2 Q It's also important to go to the market to
3 see where the Sam Yang product is being placed on
4 the shelves; is that true?

5 A Correct.

6 Q And, by the way, having your office in Santa
7 Fe Springs is helpful because that means you can
8 drive to the various markets that are reasonably
9 close to your office, right?

10 A Correct.

11 Q You did not develop those kind of
12 relationships with stores on the East Coast, right?

13 A Correct.

14 Q You didn't have an office on the East Coast?

15 A Are you referring to Sam Yang S.C. Continent?

16 Q Yes.

17 A Correct, we don't have any.

18 Q And you didn't hire any employees on the East
19 Coast to visit markets and develop those
20 relationships, correct?

21 A Correct.

22 Q How often do you visit markets in a given
23 week?

24 MR. MCDONOUGH: Vague and ambiguous.

25 Overbroad as to locations, time, et cetera.

1 You may answer.

2 THE WITNESS: Are you referring to me or
3 other salespersons?

4 BY MR. RHOW:

5 Q Fair question.

6 So in terms of the sales force that you had,
7 let's say, in 2010 to whenever the distribution
8 agreement was terminated, on average how often
9 during the week would one of the sales team be
10 visiting a market or a store?

11 A Well, they will be going out to their own
12 territories every day, daily. Whether they could
13 yield a purchase order or not, they go out to
14 locations every single day in order to foster the
15 relationship.

16 Q Do you believe that those daily visits are
17 important to increasing sales in a territory?

18 A Yes.

19 Q Why?

20 A Maintaining and fostering relationships is
21 the most important thing. That is why.

22 MR. MCDONOUGH: It's been about 45 minutes.
23 Can we take a quick one?

24 MR. RHOW: Yes, let's take it.

25 THE VIDEOGRAPHER: Off the record at 2:25.

1 (Recess.)

2 THE VIDEOGRAPHER: On the record at 2:49.

3 BY MR. RHOW:

4 Q I wanted to talk a little bit about Sam
5 Yang -- I'm sorry, S.C. Continent's relationship
6 with wholesalers. Okay?

7 A Okay.

8 Q I think you said a wholesaler is an entity
9 that is selling both Sam Yang products and other
10 products?

11 A Correct.

12 Q And were the wholesalers that Sam Yang
13 (U.S.A.) -- strike that.

14 Were the wholesalers that S.C. Continent had
15 relationships with also selling ramen from
16 competitors?

17 A Correct.

18 Q What would S.C. Continent do to increase
19 sales of Sam Yang ramen by wholesalers versus
20 competitor ramen?

21 A Those that are located far away, for those
22 distributors we would deal over the phone. And
23 since they have their own salespeople and managers
24 for different areas and markets, we cannot control
25 them going out to markets in their own area. So we

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1 will call often to maintain and foster
2 relationships.

3 Q With who?

4 A When we made the telephone call, that would
5 be with a manager of their company or a person who
6 is in charge, and through this telephone call we
7 would obtain market information.

8 Q The person that S.C. Continent was calling
9 was an employee of the wholesaler or of the market
10 buying from the wholesaler?

11 A No, we would place calls to the wholesaler.

12 Q Did S.C. Continent ever place calls to the
13 stores or markets buying from the wholesaler?

14 MR. MCDONOUGH: Vague and ambiguous.
15 Overbroad.

16 And I'm a little unclear. Are we talking
17 about any particular region or anywhere in the
18 United States?

19 BY MR. RHOW:

20 Q You can answer that one.

21 A What was your question?

22 Q Okay. Let me -- I'm purposely starting off
23 broad, but I'll try to break it down as much as I
24 can.

25 In connection with the wholesale

1 relationships that S.C. Continent had, did S.C.
2 Continent ever contact the stores or the markets
3 that S.C. Continent believed was buying from those
4 wholesalers?

5 MR. MCDONOUGH: To be clear, he is referring
6 to anywhere in the United States. He is starting
7 broad and then he will narrow if he chooses to do
8 so. Anywhere in the United States.

9 THE WITNESS: No, we did not go there because
10 we do not do our business that way. Because if we
11 were to go out to the market where the salesmen are
12 from the wholesale distributor is in charge of and
13 say this and that, that would impact the wholesale
14 distributors whom we deal with. So we do not deal
15 that way.

16 BY MR. RHOW:

17 Q In what territories did Sam Yang -- strike
18 that.

19 In what territories did S.C. Continent rely
20 on wholesalers to increase its sales?

21 A Mainly East Coast.

22 Q Anywhere else?

23 A As far as L.A. area is concerned, we rarely
24 go to the wholesale distributor. It's just a matter
25 of stopping by when we pass by the wholesale

1 distributor or when we need to collect payment, to
2 that extent.

3 However, for those that are located in the
4 East Coast, we make daily phone calls in the morning
5 to various locations in order to obtain information
6 and e-mail exchanges are going on and whatnot. And
7 that's how we foster and maintain that relationship.

8 Q So as to the East Coast market, S.C.
9 Continent relies on wholesalers to increase sales of
10 Sam Yang products, right?

11 A Correct.

12 Q Those wholesalers are not required to favor
13 Sam Yang ramen over ramen sold by competitors?

14 A Correct.

15 Q Those wholesalers sell a range of ramen
16 competitor products?

17 A Correct.

18 Q In fact, by using a wholesale relationship on
19 the East Coast, based on what you told me, S.C.
20 Continent should not be trying to sell directly to
21 markets that have relationships with those same
22 wholesalers?

23 MR. MCDONOUGH: Misstates testimony.
24 Argumentative. Lacks foundation.

25 You may answer.

1 THE WITNESS: Correct.

2 BY MR. RHOW:

3 Q Does S.C. Continent have any wholesaling
4 relationships in the Midwest?

5 A There is a company called Wang Global located
6 in Texas. W-A-N-G.

7 Q And what areas does Wang Global cover?

8 A Centered around Texas and areas nearby.

9 Q How long has S.C. Continent had a
10 relationship with Wang Global?

11 A I think it's been more than 15 years.

12 Q Other than Wang Global, other than the
13 wholesalers on the East Coast, does S.C. Continent
14 have any other wholesaling relationships?

15 Let me withdraw.

16 Other than the wholesale relationships in
17 Southern California, East Coast, and Wang Global,
18 did S.C. Continent have any other wholesaling
19 relationships?

20 MR. MCDONOUGH: I'll object. In this context
21 only, I'll object to the use of "East Coast" as
22 vague and ambiguous and overbroad, and I would ask
23 that you guys identify what cities you're talking
24 about on the East Coast at some point in this Q
25 and A.

1 stopped.

2 MR. MCDONOUGH: Go ahead.

3 THE WITNESS: That is because Sam Yang ramen
4 had stale smell. That's why they quit business.

5 BY MR. RHOW:

6 Q Okay. We'll get to that, I promise you.
7 You'll get a chance to talk all you want about that.

8 MR. MCDONOUGH: Probably not today.

9 BY MR. RHOW:

10 Q My question really had nothing to do with
11 that, but it's on the record.

12 But what you said confuses me further because
13 the 25 companies you're talking about that are now
14 15 companies, are those wholesalers? Are those
15 markets? Or both?

16 A I'm only referring to wholesale distributors.

17 Q Because you listed for me about four or five
18 names. And now you're saying -- were there 15
19 names?

20 A 25? No. It is correct, it's 15.

21 Q I heard Wang Global, Lee Brothers, Grand
22 Center, Haitai, that's four, maybe five if you break
23 Wang Global and Soul Foods down too. What are the
24 other nine or ten or eleven, whatever it is?

25 MR. MCDONOUGH: Argumentative. Harassing.

1 THE WITNESS: Well, I'm actually talking
2 about total of ten, but in Baltimore there was Lee
3 Brothers, as well as DY Imports.

4 BY MR. RHOW:

5 Q To save time, I'm going to -- we'll handle
6 this later, but in terms of the territories that the
7 wholesalers covered, have you told me all the
8 territories that might potentially be covered by the
9 wholesalers?

10 A Yes, I have told you everything in regards to
11 the East Coast.

12 Q Okay. And, trust me, this is not going to
13 change the case, but in terms of, for example,
14 Washington state, was there a wholesaler covering
15 Washington or were you directly selling into
16 Washington?

17 A We went through a wholesale distributor for
18 that state.

19 Q So, again, I had asked you before, are all --
20 have you listed for me all the territories covered
21 by a wholesaler, and Washington wasn't one of them.
22 I had a feeling that maybe it was incomplete.

23 MR. RHOW: Maybe we'll just wait on this one,
24 Eric. In terms of what I really want, rather than
25 catalog it through this gentleman's memory, is

1 Northern California, what was the strategy in
2 Northern California?

3 MR. MCDONOUGH: Vague as to time.

4 You may answer.

5 THE WITNESS: Well, as far as San Francisco
6 area is concerned, there will be Haitai L.A. that
7 would distribute. And also Korean Farms. However,
8 there are other numerous companies as well. As far
9 as ramen products are concerned, we distributed
10 through two companies.

11 BY MR. RHOW:

12 Q And were those two companies wholesalers?

13 A Correct.

14 Q What are the names of those two companies?

15 A It is those two companies which I mentioned
16 earlier, Haitai and Korean Farms.

17 Q Do you know what a -- or ever heard of a
18 concept of a business plan?

19 A Yes.

20 Q Did S.C. Continent ever prepare a regular or
21 annual business plan that would lay out a strategy
22 for increasing sales in North America?

23 MR. MCDONOUGH: Vague. Ambiguous.
24 Overbroad.

25 You may answer.

1 THE WITNESS: Well, even though we did not
2 generate business plan, sales representatives will
3 hold meetings and come up with strategy and planning
4 and whatnot.

5 I'm sure you will comment on what I'm about
6 to say, but you know it was useless to come up with
7 a plan since the payment term was LC at site. We
8 were heavily pressured to come up with the funds to
9 pay for the goods. And even if we placed order on
10 certain volume, we would not get the shipment. So
11 it was useless to come up with planning because we
12 never got the volume that we requested.

13 To give you an example, there's a new product
14 called Pul Daek, P-U-L, D-A-E-K, meaning fire
15 chicken. So this product was launched last year,
16 but we finally got the product recently. That's
17 just one of the reasons as to why it was useless to
18 come up with a plan. And, for example, we had
19 orders from U.S. trading in Chinese market, but we
20 cannot fulfill those orders.

21 BY MR. RHOW:

22 Q I am going to comment. So just to parse out
23 your answer, during the time period that you've been
24 at S.C. Continent, you have not seen or prepared
25 written business plans that would lay out a strategy

1 for increasing sales? I just need a yes or no
2 first.

3 A It's ambiguous for me to say the answer one
4 way or another.

5 Q Have you ever seen a written business plan?

6 A We cannot actually prepare such document, but
7 there are documents in some brief summary form which
8 we generated and instructed based on.

9 Q Do you still have those?

10 A I don't think we do.

11 Q Let's talk a little bit about this LC at
12 site. Is that the phrase you used?

13 A Yes.

14 Q Is it your testimony that S.C. Continent has
15 always operated under an LC at site protocol with
16 Samyang Korea?

17 A As of March 14, 2012.

18 Q Meaning prior to March 14, 2012, you were on
19 a credit protocol with Samyang Korea?

20 A Originally the term of the payment was DA 90
21 days. And from 2001 rather than DA 90 days, they
22 wanted to change the term to DA at site or DA TT.
23 And we were getting a lot of pressure for these
24 payment terms. We were paying DA 90 regularly, but
25 we were getting pressure that there were too much of

1 accounts receivable amount.

2 Q So whatever the terminology, whatever the
3 payment protocol, it wasn't until March, 2012 that
4 it switched to an LC at site, right?

5 A Correct.

6 Q Do you know if it's common in the industry
7 for ramen manufacturers -- strike that.

8 Do you know if it's common in the industry
9 for ramen importers to operate on an LC basis?

10 MR. MCDONOUGH: Vague. Ambiguous. Lacks
11 foundation.

12 You may answer.

13 THE WITNESS: In general, if one has credit,
14 it's usually pay in DA terms. However, we were told
15 by Sam Yang headquarters that they're doing everyone
16 with LC at site. So we were being pressured to go
17 with that.

18 BY MR. RHOW:

19 Q When you say "everyone," are you talking
20 about other distributors in the Sam Yang
21 distribution network?

22 A That's what they say. But when I was located
23 in Korea and worked at the company, the term was
24 mostly DA.

25 Q You mean back in 1985?

1 Q And did you believe advertising was important
2 to increase sales of Sam Yang products in the United
3 States?

4 A Yes, it is important.

5 Q Why?

6 A That is to inform the consumer of the
7 product. That is why advertising is important.

8 Q Did you believe that, based on the
9 advertising you saw, that Sam Yang was not doing
10 sufficient advertising in the United States?

11 A Correct.

12 Q How much did S.C. Continent or Sam Yang
13 (U.S.A.) invest in advertising in the United States?

14 MR. MCDONOUGH: Vague and ambiguous.
15 Overbroad, particularly as to time.

16 You may answer.

17 THE WITNESS: I concur with my attorney.

18 MR. MCDONOUGH: Unfortunately, you and I are
19 not making rulings right now. You may answer to the
20 extent you can.

21 BY MR. RHOW:

22 Q Let me clarify. At any time, really from --
23 I'll just say from 2000 to the present, do you know
24 if Sam Yang (U.S.A.) or S.C. Continent have invested
25 any monies into advertising in the United States?

1 A We did a little bit in the newspapers as well
2 as magazines. However, we did not have a budget to
3 advertise via television or radio.

4 Q If you can give me an average per year, how
5 much magazine and newspaper advertising did Sam Yang
6 and S.C. Continent spend on?

7 A I don't really recall. Since we didn't
8 really have the budget, it wasn't a big amount.

9 Q Less than \$1,000 a year?

10 A Well, sometimes it could be more than 1,000.
11 So I'm not sure about that.

12 MR. MCDONOUGH: He is just looking for
13 averages over time to the extent you can do that.

14 THE WITNESS: I don't really recall.

15 BY MR. RHOW:

16 Q Do you recall if in any year it was more than
17 2000?

18 A A particular year? I don't really recall.

19 Q Do you recall that in some years since 2000,
20 Sam Yang and S.C. Continent have spent zero monies
21 on advertising?

22 A I think we spent a small amount every year.

23 Q And I'm trying to get a range on "small." Is
24 small less than \$2,500? Is it less than \$5,000? Is
25 it less than \$1,000? What does "small" mean?

1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby
3 certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were placed under oath; that a
8 record of the proceedings was made by me using
9 machine shorthand which was thereafter transcribed
10 under my direction; further, that the foregoing is
11 an accurate transcription thereof.

12 I further certify that I am neither
13 financially interested in the action nor a relative
14 or employee of any attorney of any of the parties.

15 IN WITNESS WHEREOF, I have this date
16 subscribed my name.

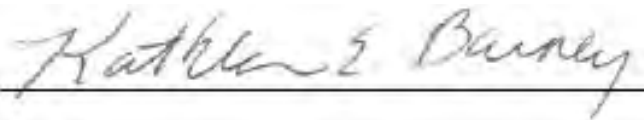
17 Dated: 1/10/2017

18

19

20

21

A handwritten signature in cursive script, reading "Kathleen E. Barney", is written over a horizontal line.

KATHLEEN E. BARNEY

22

CSR No. 5698

23

24

25

EXHIBIT 13

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WEST DIVISION

SAM YANG (USA), Inc.,)
ROYPAC, INC., dba SC)
CONTINENT CORPORATION,)
Plaintiff,)
vs.) Case No.
SAMYANG FOODS CO., LTD,) 2:15-cv-07697 AB
and Does 1 through 20,) (KSx)
inclusive,)
Defendants.)

SAMYANG FOODS CO., LTD)
Counter-Claimant)
Vs.)
SAM YANG (USA), Inc.,)
ROYPAC, INC., dba SC)
CONTINENT CORPORATION,)
MUN-K YUNG CHEN and Does)
1 through 20, inclusive,)
Counter-Defendants.)
_____)

Continued Videotaped Deposition of SEE-YOUNG
LEE, Volume II, taken on behalf of Defendants, at
1875 Century Park East, Suite 2300, Los Angeles,
California, beginning at 9:39 a.m., and ending at
4:20 p.m., on Monday, June 12, 2017, before Lori M.
Barkley, CSR No. 6426.

Job No. 2621945
PAGES 128 - 232

1 don't know if we received objections to this 09:47:58
2 particular notice, so I'll confirm that, but if not I 09:48:01
3 hope that we can confer about these additional 09:48:11
4 document requests off the record. 09:48:13

5 Q. Okay, Mr. Lee, I believe you previously 09:48:31
6 testified that you began working for Sam Yang USA in 09:48:33
7 1985; is that correct? 09:48:37

8 THE INTERPRETER: Excuse me, was there a 09:48:54
9 month there? 09:48:56

10 MS. BOWMAN: No. 09:48:56

11 THE WITNESS: Correct. 09:48:59

12 BY MS. BOWMAN: 09:49:00

13 Q. And it was a subsidiary of Sam Yang Korea at 09:49:00
14 that time? 09:49:12

15 A. Yes. 09:49:12

16 Q. And you left Sam Yang USA for a period in 09:49:13
17 the 1990s, correct? 09:49:16

18 A. Correct. 09:49:24

19 Q. So you don't have personal knowledge of what 09:49:24
20 was -- what was happening at Sam Yang USA during that 09:49:26
21 period that you weren't there, but as the person most 09:49:31
22 knowledgeable, you do have information on behalf of 09:49:33
23 the company about that period, correct? 09:49:35

24 A. Correct. 09:49:59

25 Q. Can you tell me your title in the company 09:49:59

1 that you work for? 09:50:01

2 A. As a director. 09:50:02

3 THE INTERPRETER: Excuse me, strike that. 09:50:16

4 I'm not sure whether the witness' answer is a board 09:50:27

5 of director or some other title. So may I inquire? 09:50:30

6 Okay, answer stands. 09:50:42

7 BY MS. BOWMAN: 09:50:43

8 Q. And for what company do you work, Mr. Lee? 09:50:43

9 A. Are you asking me when I had discontinued 09:50:51

10 working for Sam Yang USA? 09:50:55

11 Q. I'm asking right now, as we sit here. 09:51:00

12 THE INTERPRETER: Excuse me. 09:51:11

13 THE WITNESS: Managing director. 09:51:19

14 BY MS. BOWMAN: 09:51:20

15 Q. Of which company? 09:51:20

16 A. SC Continent Corporation. 09:51:27

17 Q. And that's the dba for Roypac? 09:51:28

18 A. Correct. 09:51:35

19 Q. And what are your primary job 09:51:35

20 responsibilities in your role as managing director 09:51:40

21 for SCC or Roypac? 09:51:44

22 A. Well, that would entail overall control of 09:52:06

23 the company, but with main focus in sales. 09:52:08

24 Q. And so do you oversee other sales employees, 09:52:13

25 other Roypac sales employees? 09:52:16

1	A. Yes.	09:52:27
2	Q. And those are Michael Gin and -- or is there	09:52:28
3	anyone else?	09:52:31
4	A. There's Mr. Yeo.	09:52:40
5	THE INTERPRETER: Interpreter spelling:	09:52:44
6	Y-E-O, confirmed by the witness.	09:52:47
7	MS. BOWMAN: Thank you. I'm going to	09:52:53
8	introduce Exhibit 1009.	09:52:59
9	Q. And, Mr. Lee, do you recognize the document	09:53:01
10	that's in front of you right now?	09:53:35
11	(Exhibit 1009 was marked for identification	
12	by the court reporter and is attached hereto.)	
13	THE WITNESS: Yes.	09:53:43
14	BY MS. BOWMAN:	09:53:43
15	Q. And I believe you testified previously that	09:53:43
16	you'd seen the Korean version of this document some	09:53:45
17	years ago; is that correct?	09:53:47
18	A. Yes.	09:53:58
19	Q. Okay, and what is this document?	09:53:58
20	MR. MCDONOUGH: Document speaks for itself.	09:54:02
21	You may answer.	09:54:09
22	THE WITNESS: My understanding is that this	09:54:15
23	is an exclusive contract.	09:54:17
24	BY MS. BOWMAN:	09:54:21
25	Q. And is it also your understanding that	09:54:21

1 THE WITNESS: Can you repeat that once more? 10:05:27

2 BY MS. BOWMAN: 10:05:30

3 Q. Sure. Would you agree that this 10:05:30

4 communication does not say that any rights are being 10:05:31

5 transferred from Sam Yang USA to SCC? 10:05:33

6 MR. MCDONOUGH: Same objections. 10:05:36

7 THE WITNESS: My understanding is that the 10:06:34

8 separation between Sam Yang USA and SC Continent took 10:06:35

9 place in order for SC Continent to handle all the 10:06:42

10 products that were being imported from Korea and Sam 10:06:46

11 Yang USA handle all the products that was being 10:06:52

12 manufactured in USA for Sam Yang USA, so I believe 10:06:57

13 that is the reason why Sam Yang USA established SC 10:07:03

14 Continent. 10:07:09

15 BY MS. BOWMAN: 10:07:10

16 Q. And that's what Mr. Chun is informing Sam 10:07:10

17 Yang Korea of in this document? 10:07:14

18 MR. MCDONOUGH: Argumentative -- 10:07:25

19 argumentative, misstates testimony. Document speaks 10:07:30

20 for itself. Also legal conclusion. 10:07:33

21 You may answer. 10:07:42

22 THE WITNESS: It looks like, in order to 10:07:56

23 notify, this itself was being faxed. 10:08:01

24 MS. BOWMAN: Move to strike as 10:08:08

25 nonresponsive. 10:08:09

1 is Sam Yang USA. 11:04:51

2 Q. Okay, and those two places of business for 11:04:53

3 Sam Yang USA and Roypac are the same property? 11:04:55

4 A. Yes. 11:05:05

5 Q. Okay. Mr. Lee, do you know what Sam Yang 11:05:05

6 USA's profits were for the year 2016, if there were 11:05:15

7 profits? 11:05:31

8 A. I don't remember. 11:05:36

9 Q. What about 2015? 11:05:38

10 A. I don't really recall, because I did not pay 11:05:50

11 particular attention to profits. 11:05:53

12 Q. Do you know how much Sam Yang USA's profits 11:05:57

13 were for any year from 1997 until 2016? 11:06:03

14 A. No, I don't really know about that. 11:06:28

15 Q. Because you didn't pay attention to profits? 11:06:29

16 A. Correct. 11:06:36

17 Q. And you were the managing director focused 11:06:36

18 on sales during that entire period from 1997 to 2016; 11:06:40

19 is that correct? 11:06:56

20 MR. MCDONOUGH: Misstates testimony 11:06:56

21 slightly. 11:06:57

22 You may answer. 11:06:57

23 THE WITNESS: Since I returned to the 11:07:15

24 company in -- on April 1st, 2000, I was not in charge 11:07:16

25 of sales from 1997 to March year 2000. 11:07:23

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1 BY MS. BOWMAN:

2 Q. I'm sorry, just to clarify, are you saying 11:07:32
3 that you were not in charge of sales from 1997 to 11:07:35
4 2000 or -- is that correct? 11:07:40

5 A. Yes. 11:07:53

6 Q. Okay, and during the time that you were in 11:07:54
7 charge of sales from, I believe it was 2000 until 11:07:56
8 present, or for the purposes of this question, 2000 11:08:01
9 to 2016, you were not concerned with profits? 11:08:08

10 MR. MCDONOUGH: Misstates testimony. 11:08:33

11 You may answer. 11:08:34

12 THE WITNESS: Correct. 11:08:38

13 BY MS. BOWMAN:

14 Q. Okay. As the person most knowledgeable 11:08:40
15 about Sam Yang testifying today, did you review any 11:08:43
16 documents regarding Sam Yang USA's profits during the 11:08:48
17 period from 1997 to 2016? 11:08:51

18 A. What documents are you referring to? 11:09:22

19 Q. Well -- 11:09:23

20 MR. MCDONOUGH: She asked -- Mr. Lee, she 11:09:24
21 asked if you reviewed any documents. 11:09:26

22 THE WITNESS: What type of documents are you 11:09:35
23 talking about? 11:09:36

24 BY MS. BOWMAN: 11:09:37

25 Q. Any documents that you reviewed in 11:09:37

1 preparation for your testimony today regarding Sam 11:09:39
2 Yang USA's profits, specifically regarding or 11:09:42
3 reflecting Sam Yang USA's profits from 1997 to 2016. 11:09:45

4 A. No, I did not review. 11:10:15

5 Q. Are you aware of any documents that Sam Yang 11:10:16
6 USA keeps in its records that reflect its profits, 11:10:19
7 its annual profits from 1997 to 2016? 11:10:24

8 A. I know about it; however, I have not seen 11:10:49
9 it. 11:10:51

10 Q. What are the documents that you know about 11:10:52
11 but have not seen? 11:10:53

12 A. Well, what type of document? Well, as to 11:11:26
13 that, I did not pay much attention, so I cannot say 11:11:28
14 one way or the other. 11:11:32

15 Q. Okay, so as the person most knowledgeable 11:11:34
16 appearing here on behalf of Sam Yang USA, are you 11:11:36
17 aware of whether Sam Yang USA creates profit and loss 11:11:39
18 statements? 11:11:42

19 A. I believe the company creates them. 11:12:11

20 Q. And is it your -- rather, are you aware if 11:12:13
21 Sam Yang USA created these documents from 1997 to 11:12:19
22 2016? 11:12:22

23 A. I believe those were prepared in order to do 11:12:46
24 tax returns. 11:12:48

25 Q. But you've never seen them personally? 11:12:49

1 USA's president? 11:23:25

2 A. I think, first of all, you have to ask for 11:23:34

3 them. 11:23:41

4 Q. My understanding is that we have asked for 11:23:41

5 them. So I'm trying to understand if there's a 11:23:46

6 particular person who would have access to them, to 11:23:50

7 your knowledge. 11:23:54

8 A. I think most ideal thing is, first of all, 11:24:27

9 you have to ask the President. 11:24:30

10 Q. Okay. But you haven't seen these documents, 11:24:33

11 so you're not aware of what Sam Yang USA's profits 11:24:40

12 were for any year from 1997 to 2016, correct? 11:24:42

13 A. Correct. 11:25:03

14 Q. So if you're not aware of what the profits 11:25:03

15 are from year to year, from 1997 to 2016, how do you 11:25:12

16 determine whether or not the company is doing well in 11:25:17

17 terms of its sales and distribution? 11:25:20

18 A. Well, I have heard about it. I don't know 11:25:53

19 in depth, but I heard about it somewhat. 11:26:02

20 Q. From whom did you hear about it? 11:26:08

21 A. I heard it from the president. 11:26:18

22 Q. Anyone else? 11:26:19

23 A. No. 11:26:22

24 Q. And what did you hear from the president 11:26:24

25 regarding profits during this period from 1997 to 11:26:26

1 You may answer. 11:44:17

2 THE WITNESS: Can you repeat your question, 11:44:50

3 please? 11:44:51

4 MS. BOWMAN: Yes. 11:44:52

5 MR. MCDONOUGH: I want to just -- I'll have 11:44:54

6 the same objections. I won't say it after a question 11:44:55

7 so. 11:44:58

8 MS. BOWMAN: I understand. 11:44:58

9 MR. MCDONOUGH: All right. 11:44:59

10 MS. BOWMAN: Okay. 11:44:59

11 Q. So my question, Mr. Lee, was about the DA 90 11:45:00

12 term, and what I'm asking you is, you understood in 11:45:05

13 November 1997 that the payment term was DA 90 because 11:45:08

14 it was your understanding that the parties had agreed 11:45:12

15 to conduct business that way, correct? 11:45:14

16 MR. MCDONOUGH: Same objections. 11:45:16

17 THE WITNESS: I believe that to be correct. 11:45:45

18 BY MS. BOWMAN:

19 Q. Okay. 11:45:48

20 Can I please have exhibit 1034(e). Thank 11:45:55

21 you. This is 1034(e). 11:45:58

22 (Exhibit 1034(e) was marked for 11:46:14

23 identification by the court reporter and is

24 attached hereto.) 11:46:33

25 BY MS. BOWMAN:

1 Q. And you can take a moment to look at that 11:46:33
2 document. And just let me know when you've had a 11:46:35
3 chance to review it. 11:48:45
4 MR. MCDONOUGH: Take as much time as you 11:48:50
5 need. 11:48:51
6 THE WITNESS: Yes. 11:48:56
7 BY MS. BOWMAN:
8 Q. Okay, and this document dated June 10th, 11:48:57
9 2001, do you understand this document to show that -- 11:49:00
10 that in exchange for allowing Sam Yang Korea to ship 11:49:08
11 to Canada, in return for that, Sam Yang Korea is 11:49:13
12 permitting a payment term of 90 days post shipment? 11:49:17
13 MR. MCDONOUGH: Lacks foundation. Document 11:49:53
14 speaks for itself. 11:49:55
15 You may answer. 11:49:59
16 THE WITNESS: Are you asking me about Canada 11:50:09
17 or the payment term of 90 days? 11:50:12
18 By MS. BOWMAN: 11:50:17
19 Q. I'm asking you about both, actually, so if 11:50:17
20 you look near the bottom of the document, number 2 11:50:20
21 appears to say that, for this shipment, Sam Yang 11:50:24
22 Korea is allowing a payment, a 90 day payment term? 11:50:28
23 A. Yes. 11:50:54
24 Q. And you see here that M.K. Chun says in June 11:50:55
25 2001 or after, the term shall be 90 days from the 11:51:00

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1 shipping date, correct? 11:51:03

2 THE INTERPRETER: I'm sorry, I didn't catch 11:51:09

3 the name. Interpreter speaking. Who's that name? 11:51:11

4 MS. BOWMAN: I referred to M.K. Chun, Moon 11:51:13

5 Kyung Chun. 11:51:21

6 THE INTERPRETER: Oh, M.K. Chun, thank you. 11:51:21

7 THE WITNESS: Well, in regards to this, in 11:52:18

8 1998, Samyang Foods actually defaulted as a company 11:52:20

9 and they lacked operating funds, so we temporarily 11:52:27

10 enter into agreement to provide payment terms in CAD, 11:52:36

11 so we were making payments in the term of CAD. 11:52:44

12 BY MS. BOWMAN:

13 Q. Okay, and so from 1998, you were making 11:52:53

14 payments in CAD, and that lasted until 2001 when this 11:52:56

15 document was written by Moon Kyung Chun; is that 11:53:03

16 correct? 11:53:27

17 MR. MCDONOUGH: I think it misstates 11:53:27

18 testimony and evidence. I could be wrong. 11:53:29

19 You may answer. 11:53:31

20 THE WITNESS: Well, as to the CAD payment 11:53:54

21 terms is concerned, we accommodated them because they 11:53:56

22 pleaded with us, "them" meaning Samyang Foods, since 11:54:01

23 they lacked operating funds. 11:54:09

24 BY MS. BOWMAN:

25 Q. I understand that. I'm just trying to 11:54:11

1 confirm when that happened. So when was -- when was 11:54:13
2 the date that Sam Yang USA agreed that it would pay 11:54:15
3 on a CAD term based on Sam Yang Korea's issue with 11:54:21
4 operating funds? So in other words, when did the CAD 11:54:25
5 term start? 11:54:50

6 A. I think it was after the company had 11:54:50
7 defaulted, and I think the default date was January 11:55:13
8 26, 1998, and it was after that. 11:55:17

9 Q. That's a very precise memory of the date. 11:55:22

10 MR. MCDONOUGH: There's no question -- 11:55:28
11 there's no question pending. 11:55:29

12 BY MS. BOWMAN: 11:55:34

13 Q. Okay, and so is it your understanding that 11:55:34
14 in this document when Moon Kyung Chun says that 11:55:36
15 payment term for the shipping in June 2001 or after 11:55:41
16 shall be 90 days, she means that it's changing from 11:55:46
17 CAD to DA 90 days? 11:55:51

18 A. Correct. 11:56:27

19 Q. Okay. And is it your understanding that the 11:56:28
20 payment term remained at DA 90 days until 11:56:33
21 approximately 2012? 11:56:37

22 A. Correct. 11:56:52

23 Q. Okay, and just to confirm the terms, CAD is 11:56:53
24 cash on delivery? 11:56:55

25 A. Cash against delivery. 11:57:17

1 Q. Okay, so does that mean that when an item is 11:57:18
2 delivered, the cash has to be paid for it at that 11:57:21
3 time? 11:57:34
4 A. Correct. 11:57:34

5 Q. Okay. And also while we're going through 11:57:35
6 terms, DA 90 days, does that mean that payment is due 11:57:40
7 after -- 90 days after the delivery, within 90 days 11:57:43
8 after? 11:57:47

9 A. Actually, it's the 90 days from shipment 11:58:09
10 date in Korea. 11:58:16

11 Q. I understand, thank you. 11:58:19

12 So Sam Yang Korea gets paid faster with CAD 11:58:28
13 than with -- than with DA 90 days, correct? 11:58:31

14 A. We had financial issues as well, so we could 11:58:54
15 not continue on those terms. 11:58:56

16 Q. My question was a little different; I'm just 11:58:58
17 asking about how the terms would generally work. So 11:59:03
18 generally speaking, under a CAD payment term, Sam 11:59:14
19 Yang Korea would receive payment faster than it would 11:59:19
20 under DA 90 days, correct? 11:59:22

21 A. Yes. 11:59:35

22 Q. Okay. And I believe you previously stated 11:59:35
23 that until November 1997, the payment term was DA 120 11:59:39
24 days. So why did Sam Yang USA agree to compromise 11:59:45
25 and change to DA 90 days in November 1997? 11:59:50

1 payment term was DA 120 days, correct? 12:02:44

2 A. Correct. 12:02:57

3 Q. And then from November 1997 until about 12:02:58

4 January 1998, the payment term was DA 90 days, 12:03:03

5 correct? 12:03:08

6 MR. MCDONOUGH: Lacks foundation, calls for 12:03:21

7 speculation. 12:03:29

8 I'm sorry, you may answer. 12:03:30

9 THE WITNESS: I don't know for certain. The 12:03:48

10 financial situation still was difficult, so I'm not 12:03:53

11 sure if CAD started as of November '97. 12:03:58

12 BY MS. BOWMAN:

13 Q. Okay, fair enough. So from either 1997 or 12:04:02

14 early 1998 until 2001, the payment term was CAD, 12:04:09

15 correct? 12:04:14

16 A. Correct. 12:04:29

17 Q. And then from 2001 until 2012, the payment 12:04:30

18 term was DA 90 days? 12:04:33

19 A. Correct. I think maybe from July 2001. 12:04:50

20 Q. Okay. 12:04:53

21 A. Anyway, it's correct. 12:04:55

22 Q. And then starting in 2012, the payment term 12:04:56

23 was LC, correct? 12:04:59

24 A. Correct. 12:05:10

25 Q. Okay. 12:05:10

1 Korea wasn't allowed to sort of arbitrarily or for no 12:25:30
2 reason decide to increase prices for the products it 12:25:34
3 sold to Sam Yang USA, correct? 12:25:37

4 A. They would arbitrarily increase the price 12:26:26
5 and will present it to us. Then after our company 12:26:30
6 reviewing such prices, we raised objections and we 12:26:36
7 were able to adjust those prices somewhat. 12:26:44

8 Q. Okay, and then is it your contention that, 12:26:55
9 by raising those prices arbitrarily, Sam Yang Korea 12:26:59
10 was violating the distribution agreement? 12:27:02

11 MR. MCDONOUGH: Objection, calls for a legal 12:27:27
12 conclusion. 12:27:28

13 You may answer. 12:27:29

14 THE WITNESS: As far as price increases are 12:27:33
15 concerned, those prices were somewhat negotiated. 12:28:05
16 Even though agreement is done that way there were 12:28:12
17 some increases as to raw materials, so taking those 12:28:19
18 into consideration, price increase happened. 12:28:24

19 BY MS. BOWMAN:

20 Q. Okay, so if I'm understanding you, you're 12:28:29
21 saying that the price increases that happened over 12:28:32
22 the years under the distribution agreement were the 12:28:34
23 result of negotiations between Sam Yang Korea and Sam 12:28:36
24 Yang USA; is that correct? 12:28:40

25 A. Correct. 12:29:03

1	Q. Okay, and so you agreed to these increases	12:29:04
2	as a result of those negotiations with Sam Yang	12:29:09
3	Korea, correct?	12:29:12
4	A. Correct.	12:29:26
5	Q. Do you recall when the first price increases	12:29:26
6	occurred, roughly?	12:29:31
7	MR. MCDONOUGH: Subsequent to the execution	12:29:41
8	of the distribution agreement?	12:29:43
9	MS. BOWMAN: Correct.	12:29:44
10	THE WITNESS: I don't remember.	12:30:00
11	BY MS. BOWMAN:	
12	Q. Okay. Can I have exhibit 1036, please.	12:30:01
13	(Exhibit 1036 was marked for identification	12:30:05
14	by the court reporter and is attached hereto.)	12:30:33
15	BY MS. BOWMAN:	
16	Q. Mr. Lee, could you just review this document	12:30:34
17	and let me know when you've had a chance to review	12:30:36
18	it. Okay, have you had a chance to review?	12:30:39
19	A. Yes.	12:31:42
20	Q. Okay, and this is a document from Samyang	12:31:43
21	Foods Co., to SC Continent Corporation, dated July	12:31:49
22	16th, 2003, and based on this document, do you	12:31:50
23	recollect that Sam Yang Korea informed Sam Yang USA	12:32:05
24	that it would be increasing prices starting September	12:32:08
25	1st, 2003?	12:32:12

1 A. Yes. 12:32:32

2 Q. And do you recall any other occasions before 12:32:34

3 this communication on July 16th, 2003, at which Sam 12:32:37

4 Yang Korea increased the prices? 12:32:45

5 A. I don't recall. 12:33:11

6 MS. BOWMAN: Okay, I'm going to introduce 12:33:17

7 Exhibit 1156. 12:33:19

8 (Exhibit 1156 was marked for identification 12:33:20

9 by the court reporter and is attached hereto.) 12:33:39

10 MS. BOWMAN: And I'm looking at page 14 of 12:33:39

11 this exhibit. 12:33:41

12 Q. And this document -- this document is the 12:33:46

13 First Amended Complaint for Damages and Injunctive 12:33:51

14 Relief in this matter, and paragraph 64 on this page 12:33:54

15 at the top lists seven different dates on which Sam 12:34:16

16 Yang Korea raised the prices. Those are: September 12:34:21

17 1st, 2003, February 1st, 2005, July 1st, 2006, 12:34:24

18 November 1st, 2006, July 1st, 2008, April 1st, 2001, 12:34:33

19 and October 1st, 2012. 12:34:39

20 Now, did those accurately reflect the dates 12:34:42

21 that you recall Sam Yang Korea raising prices of 12:34:45

22 its -- of its products pursuant to negotiations with 12:34:50

23 Sam Yang USA? 12:34:54

24 A. Correct. 12:35:43

25 MR. MCDONOUGH: And, Counsel, just for the 12:35:44

1 BY MS. BOWMAN:

2 Q. Mr. Lee, you stated a moment ago that the 12:37:36
3 price increases were the result of negotiations 12:37:38
4 between Sam Yang Korea and Sam Yang USA about those 12:37:41
5 increases, correct? 12:37:43

6 A. Yes.

7 Q. So they weren't arbitrary, because there 12:38:05
8 were all those negotiations about the prices between 12:38:10
9 those parties, correct? 12:38:12

10 MR. MCDONOUGH: Argumentative, misstates 12:38:22
11 testimony, harassing. 12:38:25

12 You may answer. 12:38:27

13 THE WITNESS: Correct. 12:38:35

14 BY MS. BOWMAN:

15 Q. Okay, and so the statement in paragraph 66, 12:38:36
16 which I'm going to read into the record so it can be 12:38:40
17 translated if there's no objection from counsel. 12:38:43

18 MR. MCDONOUGH: There isn't. 12:38:46

19 MS. BOWMAN: Okay. So the statement that 12:38:47
20 (as read):

21 Upon information and belief, Sam Yang Korea 12:38:49
22 arbitrarily increased the prices of its products it 12:38:51
23 charged the plaintiffs in direct breach of the 12:38:55
24 distribution agreement. 12:38:57

25 Q. That paragraph is incorrect in light of the 12:39:00

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1 some instances through the negotiations, you were 12:51:05
2 able to obtain a lower price, and in those instances 12:51:08
3 you agreed to the pricing, correct? 12:51:12

4 MR. MCDONOUGH: And this -- I'd object to 12:51:35
5 "negotiations" and "negotiate," etc., in this context 12:51:36
6 as vague and ambiguous. 12:51:38

7 THE WITNESS: Well, even though the 12:52:08
8 discussions were held, since we are the weaker party, 12:52:09
9 at the end, we must abide by Sam Yang Korea's 12:52:13
10 requests. 12:52:18

11 BY MS. BOWMAN:

12 Q. Okay, I understand that, but I was trying to 12:52:23
13 ask about the two different situations that you 12:52:29
14 mentioned a moment ago in your previous answer, and 12:52:32
15 if I understand correctly, you testified that there 12:52:34
16 were some times when you would suggest a different 12:52:38
17 price and Sam Yang Korea who lower the price, and you 12:52:42
18 would come to an agreement about what that price 12:52:46
19 should be; is that correct? 12:52:49

20 A. Yeah. 12:53:24

21 MR. MCDONOUGH: Now, hold on, I would object 12:53:25
22 to "suggest" and "agree" in this particular context 12:53:27
23 as vague and ambiguous. 12:53:29

24 MS. BOWMAN: And I'm just using the terms 12:53:30
25 that were just used. 12:53:31

1 You may answer. 12:53:43

2 MS. SHIN: He may answer. 12:53:45

3 THE INTERPRETER: I'm getting there.

4 THE WITNESS: Yes. 12:53:46

5 BY MS. BOWMAN:

6 Q. Okay, and there were other situations where 12:53:47

7 you proposed a lower price and Sam Yang Korea refused 12:53:49

8 the lower price but in those instances you ultimately 12:53:52

9 accepted the price they proposed because you felt 12:53:57

10 like you didn't have a choice, correct? 12:54:00

11 A. Correct. 12:54:27

12 Q. Even though you felt it was unfair because 12:54:28

13 you were the weaker party? 12:54:30

14 A. Correct. 12:54:40

15 Q. And even though you thought that it breached 12:54:40

16 the terms of the distribution agreement, correct? 12:54:43

17 MR. MCDONOUGH: Misstates testimony. 12:54:54

18 Evidence, the amended complaint and theories there 12:54:55

19 in. 12:54:59

20 You may answer. Are. 12:54:59

21 THE WITNESS: Well, what should I answer? 12:55:12

22 MR. MCDONOUGH: Good question. 12:55:14

23 BY MS. BOWMAN: 12:55:15

24 Q. Well, the question I asked was, just to read 12:55:15

25 back: So there were other situations where you 12:55:22

1	can get it over with.	13:00:59
2	MR. MCDONOUGH: Okay.	13:00:59
3	BY MS. BOWMAN:	13:01:00
4	Q. So, Mr. Lee, you just testified that there	13:01:01
5	were other situations where you proposed a lower	13:01:04
6	price to Sam Yang Korea but they refused it, and	13:01:06
7	you -- you accepted their price proposal anyway, even	13:01:11
8	though you thought it was unfair because they were	13:01:14
9	the weaker party, and my question is, you accepted it	13:01:18
10	even though you thought it breached the terms of the	13:01:22
11	distribution agreement, correct?	13:01:26
12	MR. MCDONOUGH: It's asked and answered,	13:02:02
13	it's overbroad, vague and ambiguous, and the	13:02:03
14	incorporation of the term "breached" misstates prior	13:02:05
15	testimony, evidence, and facts and theories and	13:02:09
16	allegations in the Complaint.	13:02:10
17	You may answer.	13:02:11
18	THE WITNESS: Yes.	13:02:37
19	MS. BOWMAN: Okay, and Counsel, for the	13:02:39
20	record, I'm not referring to your theories of the	13:02:41
21	case, and it's not my job to present them, so to the	13:02:43
22	extent you think they're misrepresented, that's not a	13:02:47
23	relevant objection.	13:02:50
24	MR. MCDONOUGH: May the record reflect that	13:03:06
25	I disagree.	13:03:07

1 MS. BOWMAN: Okay, just a couple more 13:03:11
2 questions. Or do you want to take a break? Okay, 13:03:12
3 you know what, let's break for lunch. 13:03:15
4 VIDEO OPERATOR: We're now going off camera, 13:03:19
5 the time is 1:03 p.m. 13:03:21
6
7 (Whereupon at the hour of 1:03,
8 P.M., a luncheon recess was taken.
9 The deposition was resumed at 2:15
10 P.M., the same persons being
11 present.) 14:15:24
12 14:15:24
13 VIDEO OPERATOR: We are now back on camera. 14:15:40
14 The time is 2:15 p.m. 14:15:42
15 BY MS. BOWMAN:
16 Q. Mr. Lee, are you ready to proceed? 14:15:47
17 A. Yes, I am. 14:15:48
18 Q. Okay, so I'm going to switch topics a little 14:15:49
19 from where we left off before lunch. 14:15:52
20 A. Okay. 14:15:59
21 Q. Okay, and it is your understanding that Sam 14:16:00
22 Yang USA had exclusive rights to distribute in Mexico 14:16:03
23 under the distribution agreement, correct? 14:16:06
24 A. Correct. 14:16:27
25 Q. But the last time that Sam Yang USA actually 14:16:27

1	shipped to Mexico was, I believe you said	14:16:31
2	approximately ten years ago; is that correct?	14:16:32
3	A. Correct.	14:16:49
4	Q. Okay, and since that time, you haven't	14:16:51
5	actively sought to develop any new accounts in	14:16:53
6	Mexico, correct?	14:16:56
7	MR. MCDONOUGH: Vague, ambiguous, overbroad.	14:17:06
8	You may answer.	14:17:12
9	THE WITNESS: We made efforts, and we have	14:17:16
10	continued to made efforts.	14:17:18
11	BY MS. BOWMAN:	
12	Q. What kind of efforts did you make?	14:17:21
13	A. Well, in order to assess the situation, we	14:17:40
14	continue to send samples to those who we were doing	14:17:45
15	business and with those who we weren't doing business	14:17:51
16	with.	14:17:55
17	Q. And when you say those you were doing	14:17:56
18	business with or those you weren't, are you referring	14:18:00
19	to wholesalers or other distributors or some other	14:18:02
20	kind of entity?	14:18:07
21	THE INTERPRETER: Okay, I'd like to clarify	14:18:47
22	one thing.	14:18:49
23	THE WITNESS: I've sent samples through	14:19:03
24	wholesalers located in Mexico, as well as sent small	14:19:05
25	amounts of shipments to those small businesses that	14:19:12

1 MR. MCDONOUGH: Vague, ambiguous as to 14:29:59
2 "permitted." 14:30:01
3 You may answer. 14:30:02
4 THE WITNESS: Are you referring to the 14:30:15
5 matter that we exported goods to Guatemala? 14:30:17
6 BY MS. BOWMAN: 14:30:21
7 Q. Yes. 14:30:21
8 A. My understanding of that, as to that is 14:30:28
9 there had been discussions with Sam Yang in regards 14:30:31
10 to that. 14:30:35
11 Q. But it's not written into the distribution 14:30:35
12 agreement, correct? 14:30:37
13 A. My understanding is that, in order to cover 14:31:05
14 North America and all the way to Guatemala, I believe 14:31:10
15 that discussion had been held with Sam Yang in 14:31:18
16 regards to Guatemala regarding, for now, starting 14:31:25
17 from there. 14:31:36
18 Q. Okay, I'm -- I'm not quite sure I understood 14:31:38
19 your response, so I'm going to try to confirm. You 14:31:43
20 agree that the distribution and sales agreement does 14:31:51
21 not say that Sam Yang USA is authorized to sell in 14:31:53
22 Guatemala, correct? 14:32:00
23 MR. MCDONOUGH: Document speaks for itself, 14:32:27
24 calls for a legal conclusion. 14:32:31
25 You may answer. 14:32:32

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1 THE WITNESS: As to the legal aspects I do 14:32:58
2 not know, but apart from the agreement, it is true 14:33:01
3 that discussion was held in regards to that with Sam 14:33:09
4 Yang before it was exported. 14:33:14

5 BY MS. BOWMAN:

6 Q. Okay, so you believe that you had a right to 14:33:18
7 export to Panama based on discussions that you had 14:33:20
8 with Sam Yang Korea outside of the written 14:33:24
9 distribution agreement, correct? 14:33:27

10 MS. BOWMAN: Did I say Panama? I'm sorry, I 14:33:35
11 meant Guatemala. 14:33:38

12 THE INTERPRETER: Should I replace that and 14:33:41
13 re-ask or -- 14:33:44

14 MS. BOWMAN: Yes, please, if there's no 14:33:45
15 objection from counsel. 14:33:46

16 MR. MCDONOUGH: No, no objection. 14:33:47

17 THE WITNESS: That is my -- that is my 14:34:21
18 understanding. However, I was not in charge at the 14:34:24
19 time. It was another department who took care of 14:34:32
20 that. 14:34:36

21 BY MS. BOWMAN:

22 Q. Okay. 14:34:38

23 MR. MCDONOUGH: Were you finished? 14:34:39

24 THE WITNESS: Well, thereafter year 2003, 14:35:29
25 our manufacturing plant closed down, so we tried to 14:35:33

1 get products from Sam Yang to export to Guatemala, so 14:35:40
2 we got pricing from them. However, the price did not 14:35:45
3 meet our requirement; therefore, we got the product 14:36:19
4 from union as an OEM product, and we exported those 14:36:24
5 product to Guatemala until 2008. 14:36:32

6 BY MS. BOWMAN:

7 Q. Okay, and when did you first begin exporting 14:36:37
8 products to Guatemala? 14:36:39

9 A. I believe that was in 19194. 14:36:51

10 Q. So from 1994 to 2008, Sam Yang USA was 14:37:00
11 exporting products to Guatemala; is that correct? 14:37:05

12 A. Correct. 14:37:21

13 Q. Okay, so other than Guatemala, United 14:37:22
14 States, Mexico, and Canada, from 1997 to 2016, were 14:37:27
15 there any other countries to which Sam Yang USA 14:37:34
16 exported Sam Yang products? 14:37:39

17 A. Three countries: Mexico, Canada, and 14:37:48
18 Guatemala. 14:38:10

19 Q. And the United States? 14:38:11

20 A. Well, here we have -- we -- manufacturing 14:38:19
21 plant. 14:38:25

22 Q. Until 2003, correct? 14:38:25

23 A. Correct. 14:38:30

24 Q. Okay. And regarding the samples that you 14:38:31
25 sent to Mexico do you have any documents or 14:39:04

1 correspondence reflecting those samples that you sent 14:39:08
2 to wholesalers in Mexico? 14:39:11
3 A. I don't have anything like that. It was 14:39:28
4 sent through a small company -- sent to a small 14:39:57
5 company through a wholesaler located in L.A. 14:40:02
6 However, we were told that the taste was not 14:40:07
7 appropriate, and therefore, they did not show much 14:40:15
8 interest in products from Korea. 14:40:21

9 Q. Okay, so other than the one shipment of 14:40:24
10 approximately ten years ago, Sam Yang USA or Roypac 14:40:27
11 didn't directly have any contact with any wholesalers 14:40:32
12 or distributors in Mexico, correct? 14:40:35
13 A. Correct, not directly. 14:40:54

14 Q. Okay, and you stated that you didn't visit 14:41:04
15 Mexico between 1997 and 2016, but did anyone else at 14:41:07
16 Roypac or Sam Yang USA go to Mexico on behalf of Sam 14:41:14
17 Yang USA or Roypac during that period? 14:41:18
18 A. I'm not sure whether anyone from Sam Yang 14:42:05
19 USA's production part had visited, but as to SC 14:42:10
20 Continent, we did not visit. 14:42:18

21 Q. SC Continent was only responsible for the 14:42:28
22 import business, correct, and Sam Yang USA for the -- 14:42:31
23 for the domestic business? 14:42:35

24 A. Correct. 14:42:58

25 Q. So Sam Yang USA didn't have say reason to go 14:42:59

1 from the prior one, which was not limited in time. 14:48:39

2 THE INTERPRETER: I'd like to clarify one 14:49:31

3 thing. 14:49:33

4 THE WITNESS: My understanding -- my 14:49:36

5 understanding is that we did business with a company 14:49:49

6 called Averaterra, located in Mexico from, '94 to 14:49:54

7 2006, and that business had been done continuously in 14:50:03

8 that period, and then I believe there would have been 14:50:12

9 business plan as well as someone had visited. 14:50:15

10 However, it was -- that was taken care of by another 14:50:18

11 party so I don't know for sure. 14:50:27

12 BY MS. BOWMAN:

13 Q. Okay, is it fair to say that you've never 14:50:29

14 seen a written business plan for sales and 14:50:32

15 distribution in Mexico from Roypac or Sam Yang USA? 14:50:34

16 A. Correct. 14:51:02

17 14:51:10

18 (Whereupon a discussion was held off

19 the record.)

20 BY MS. BOWMAN: 14:51:25

21 Q. Mr. Lee, is it also fair to say that you've 14:51:25

22 never written or seen a written business plan for 14:51:27

23 Canada from Roypac or Sam Yang USA? 14:51:30

24 A. Correct. 14:51:59

25 Q. Okay. And is it also the case that Sam Yang 14:52:00

1 USA did not ship to Mexico after 2001 -- I'm sorry, 14:52:05
2 strike that. 14:52:16

3 Is it also true that Sam Yang USA did not 14:52:17
4 ship to Canada after 2001? 14:52:21

5 A. We had been continuing to export our 14:53:28
6 products to Toronto from mid 1980s. Products came -- 14:53:30
7 that came from Korea went to Torrance and products 14:53:38
8 that were manufactured by Sam Yang USA factory were 14:53:42
9 exported through safe way to Canada from 1996 to 14:53:51
10 2002. 14:53:57

11 Q. Okay, so is it correct that after 2002, Sam 14:54:01
12 Yang USA did not ship any products to Canada? 14:54:04

13 A. Well, until 2001, through Roypac of Sam 14:54:55
14 Yang, we exported, and then from 1995 through a 14:55:03
15 company named BY, located in Vancouver, we were 14:55:11
16 exporting. However, we didn't have enough product to 14:55:16
17 fill the container; nor new products came, and also, 14:55:21
18 the products did not taste good, so we discontinued. 14:55:27

19 And after 2001, I think midst of that year, 14:55:43
20 maybe from July, Sam Yang Korea started to export 14:55:51
21 directly, so we took our hands off of it. 14:55:56

22 Q. Okay, so you stopped exporting in 2001, 14:56:01
23 correct, to Canada? 14:56:04

24 A. Correct. 14:56:09

25 Q. Okay. And that was because you found out in 14:56:09

1 2001 that Sam Yang Korea was exporting to Canada? 14:56:14

2 MR. MCDONOUGH: Misstates testimony. It's 14:56:29

3 also argumentative as phrased, insofar as the witness 14:56:30

4 identified other factors. 14:56:33

5 You may answer. 14:56:34

6 MS. BOWMAN: That is not an appropriate 14:56:35

7 objection. 14:56:36

8 You may answer. 14:56:54

9 THE WITNESS: Well, in year 2001, we got 14:57:09

10 pressured from Korea about Canada, so we had no 14:57:13

11 choice but permitted exporting to Canada. 14:57:22

12 BY MS. BOWMAN:

13 Q. Okay. So in 2001, when you found out that 14:57:32

14 Sam Yang Korea was exporting Canada, did you believe 14:57:47

15 that that was a violation of Sam Yang USA's rights 14:57:49

16 under the distribution agreement? 14:57:53

17 MR. MCDONOUGH: Vague, ambiguous, overbroad, 14:58:18

18 particularly as to time. Also calls for a legal 14:58:21

19 conclusion. 14:58:24

20 You may answer. 14:58:24

21 THE WITNESS: We were pressured from Korea 14:59:09

22 in year 2001, so we had permitted Korea to export to 14:59:10

23 Canada for one year, and had thought that that supply 14:59:18

24 will come back to us after one year. However, we 14:59:24

25 continued to be pressured, so we really did not know 14:59:29

1 what to do after that. 14:59:36

2 BY MS. BOWMAN:

3 Q. So Sam Yang Korea continued to export to 14:59:40

4 Canada after the one year that you permitted? 14:59:43

5 MR. MCDONOUGH: Misstates testimony. 14:59:56

6 You may answer. 14:59:57

7 THE WITNESS: Sam Yang Korea continued to 15:00:31

8 pressure ignoring the agreement, and they continued 15:00:33

9 to export the product and they pressured us, so. 15:00:46

10 THE INTERPRETER: Let me clarify. 15:00:53

11 THE WITNESS: So the situation was that we 15:00:59

12 could not get into it again. 15:01:02

13 BY MS. BOWMAN:

14 Q. So -- okay, so Sam Yang Korea continued 15:01:11

15 exporting after 2002, and you were -- I'm sorry, 15:01:14

16 strike that. 15:01:23

17 So you were aware that Sam Yang Korea was 15:01:24

18 continuing to export after 2002, but you felt 15:01:26

19 pressure not to do anything about it; is that 15:01:30

20 correct? 15:01:59

21 MR. MCDONOUGH: Misstates and 15:01:59

22 mischaracterizes testimony. 15:02:00

23 You may answer. 15:02:01

24 THE WITNESS: The person who applied the 15:02:31

25 pressure was the chairman who was the father of the 15:02:34

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1 president, so due to the personal relationship, 15:02:40
2 although I just said we should sue, since she was the 15:02:48
3 daughter, she did not lodge -- lodge a lawsuit. 15:02:54
4 BY MS. BOWMAN:
5 Q. And when was that? 15:03:04
6 A. That continued from 2001 on wards. 15:03:06
7 Q. But you didn't sue until 2015, correct? 15:03:13
8 A. Correct. 15:03:23
9 MS. BOWMAN: Sorry, can we go off the record 15:03:59
10 for one minute. 15:04:01
11 VIDEO OPERATOR: We're now going off camera. 15:04:02
12 The time is 3:04 p.m. 15:04:05
13 15:06:06
14 (Recess taken.)
15 15:25:40
16 VIDEO OPERATOR: We're now back on camera. 15:25:50
17 The time is 3:26 p.m. 15:25:51
18 BY MS. BOWMAN: 15:25:57
19 Q. Mr. Lee, do you contend that Sam Yang Korea 15:26:02
20 engaged in parallel exporting of Sam Yang products to 15:26:06
21 the east coast in violation of distribution and sales 15:26:10
22 agreement? 15:26:27
23 MR. MCDONOUGH: Vague, ambiguous, overbroad, 15:26:35
24 potentially beyond the scope of the PMK designation 15:26:38
25 of this witness. 15:26:44

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1 MR. MCDONOUGH: Just so the witness 15:35:17
2 understands, I recognize that "a second" is a figure 15:35:18
3 of speech. 15:35:21
4 But please don't feel rushed in reviewing 15:35:22
5 this document. There is no question pending, sir. 15:35:24
6 There's no question pending. 15:35:41
7 THE WITNESS: As to this it's not regarding 15:35:44
8 Nagasaki Champong but some other hot -- 15:35:46
9 BY MS. BOWMAN: 15:35:49
10 Q. Okay, well, so this item does mention 15:35:49
11 Nagasaki Champong in number 3 but that -- my question 15:35:53
12 was a little bit different. 15:35:55

13 Under number 3, which says (as read): 15:35:57
14 Matters related to import of products for 15:35:59
15 domestic use into the US. 15:36:01
16 The first sentence says (as read): 15:36:03
17 Products for Korean consumption have been 15:36:06
18 imported and sold in a large volume in the middle and 15:36:10
19 eastern regions of the US since about ten years ago. 15:36:13
20 We have asked your company to stop your import tens 15:36:16
21 of times but it hasn't been corrected up to now. 15:36:19
22 So this letter would suggest that since at 15:36:23
23 least the mid 2000s, SC Continent Corp., or Sam Yang 15:36:27
24 USA was aware of products of Sam Yang being sold on 15:36:35
25 the east coast, correct? 15:36:38

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1 MR. MCDONOUGH: Lacks foundation so far as 15:37:32
2 the witness did not author the document. Calls for 15:37:33
3 speculation. Misstates the document. 15:37:35
4 You may answer if you're able to. 15:37:39
5 THE INTERPRETER: I will complete my 15:37:42
6 questioning 'cause I wasn't done yet, so. 15:37:44
7 THE WITNESS: No one knew where the products 15:38:37
8 were being imported from, because Korea repeatedly 15:38:39
9 told us that they did not know who the source were. 15:38:44
10 BY MS. BOWMAN:
11 Q. Okay, but you did know that products were 15:38:50
12 coming in and being sold on the east coast of the 15:38:52
13 United States that you did not export, correct? 15:38:57
14 MR. MCDONOUGH: Vague as to "export," the 15:39:13
15 context here. 15:39:16
16 THE WITNESS: Correct. 15:39:22

17 BY MS. BOWMAN:
18 Q. And as of 2014, you'd known about it for 15:39:23
19 approximately ten years, if Mr. Woon-bae Yeo's letter 15:39:25
20 is correct, right? 15:39:30
21 MR. MCDONOUGH: Vague and ambiguous as to 15:39:51
22 "it." 15:39:52
23 THE WITNESS: We knew about it, but it had a 15:40:22
24 sticker on the domestic consumption products, so no 15:40:25
25 one knew who was bringing these in. 15:40:32

1 to him, "That wasn't my question," I believe it 15:52:58
2 confuses the witness. 15:52:59

3 MS. BOWMAN: So I actually wasn't finished 15:53:37
4 before Counsel's objection. 15:53:39

5 Q. And just to simplify this, is it correct 15:53:41
6 that it was around 2003 or 2004 when you first 15:53:44
7 learned from wholesalers on the east coast that there 15:53:47
8 were products appearing with the domestic consumption 15:53:50
9 sticker? 15:53:53

10 A. Correct. 15:54:12

11 Q. Okay. And you mentioned that there were two 15:54:13
12 companies, two companies I believe that were selling 15:54:22
13 products with these domestic consumption stickers; 15:54:25
14 what were those two companies, if you recall? 15:54:30

15 A. At the time Lee Brothers and Wang Global New 15:55:01
16 York, and salespeople from that company called us. 15:55:07

17 MS. BOWMAN: Okay, can we take a short 15:55:32
18 break? 15:55:34

19 VIDEO OPERATOR: We're now going off camera. 15:55:38
20 The time is 3:55 p.m. 15:55:39

21

22 (Recess taken.)

23 16:19:08

24 VIDEO OPERATOR: We're now back on camera. 16:19:16

25 The time is 4:19 p.m. 16:19:17

1 STATE OF CALIFORNIA) ss.
2 COUNTY OF LOS ANGELES)
3

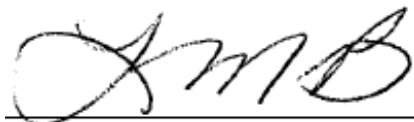
4 I, Lori M. Barkley, CSR No. 6426, do hereby
5 certify:

6 That the foregoing deposition testimony
7 taken before me at the time and place therein set
8 forth and at which time the witness was administered
9 the oath;

10 That the testimony of the witness and all
11 objections made by counsel at the time of the
12 examination were recorded stenographically by me, and
13 were thereafter transcribed under my direction and
14 supervision, and that the foregoing pages contain a
15 full, true and accurate record of all proceedings and
16 testimony to the best of my skill and ability.

17 I further certify that I am neither counsel
18 for any party to said action, nor am I related to any
19 party to said action, nor am I in any way interested
20 in the outcome thereof.

21 IN WITNESS WHEREOF, I have subscribed my
22 name this June day of 28th, 2017.
23

24 

25 LORI M. BARKLEY, CSR No. 6426

EXHIBIT 14

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14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16 WESTERN DIVISION

17 SAM YANG (U.S.A.), INC.; ROYPAC,
18 INC. dba S.C. CONTINENT
19 CORPORATION;

20 Plaintiffs,

21 vs.

22 SAMYANG FOODS CO., LTD.; and
23 Does 1 through 20, inclusive

24 Defendants.

Case No. 2:15-cv-07697

FIRST AMENDED COMPLAINT
FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:

- 1) BREACH OF WRITTEN
CONTRACT;
- 2) BREACH OF COVENANT OF
GOOD FAITH AND FAIR
DEALING;
- 3) ANTICIPATORY BREACH
OF WRITTEN CONTRACT;
- 4) PRELIMINARY
INJUNCTION;
- 5) TRADEMARK
INFRINGEMENT;
- 6) VIOLATION OF LANHAM
ACT §1114, 15 U.S.C. §1114
- 7) VIOLATION OF LANHAM
ACT §43(a), 15 U.S.C. §1125(a)



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I. INTRODUCTION

1. Plaintiffs SAM YANG (U.S.A.), INC. ("SYUSA") and ROYPAC, INC. dba S.C. CONTINENT CORPORATION ("Roypac") (collectively, "Plaintiffs") bring this action against Defendant SAMYANG FOODS CO., LTD. ("Defendant" or "Samyang Korea") for damages and injunctive relief arising out of Defendant's continued breach of a distribution and sales agreement between Plaintiffs and Defendant.

2. The distribution and sales agreement was entered into as of November 29, 1997 between SYUSA and Samyang Korea, and granted, among other rights, SYUSA an exclusive distributorship to sell all of Samyang Korea's products within North America, including the United States, Canada, and Mexico (the "Distribution Agreement"). Samyang Korea was specifically prohibited from manufacturing or selling any of Samyang Korea's products directly or indirectly into North America, but Samyang Korea has breached the Distribution Agreement. Samyang Korea's breach has caused significant damage to Plaintiffs. A true and correct copy of the Distribution Agreement is attached hereto as Exhibit A.

3. The Distribution Agreement does not have a termination clause and does not allow the parties to unilaterally terminate the agreement for any reason. However, on April 21, 2016, Samyang Korea sent to SYUSA a termination notice by e-mail stating that Samyang Korea would be terminating the Distribution Agreement effective August 1, 2016. Such actions would irreparably injure Plaintiffs since it would permanently damage or destroy the distribution channels established by Plaintiffs and would cost numerous employees their jobs and paychecks.

4. SYUSA is the sole and rightful owner of all "SAMYANG" trademarks and related intellectual property in the United States. SYUSA has been using these trademarks continuously during its regular course of business. However, Samyang Korea has illegally registered a "SAMYANG Foods" trademark without SYUSA's

1 authorization or consent, and has used such trademarks to conduct business in the
2 United States also without the consent of SYUSA, which owns the exclusive
3 distribution rights to all of Samyang Korea's products in the United States. An
4 immediate preliminary and permanent injunction is needed to prevent the
5 continuing infringement of SYUSA's trademarks by Samyang Korea, and SYUSA
6 also seeks monetary relief including attorneys' fees.

7 5. Plaintiffs seek the recovery of damages and injunctive relief to
8 prevent Samyang Korea from continued breach of the Distribution Agreement, and
9 an immediate injunctive relief preventing Samyang Korea from unilaterally
10 terminating the Distribution Agreement and causing irreparable injury to Plaintiffs.

11 II. JURISDICTION AND VENUE

12 6. Venue is proper in this Court because Defendant is an alien
13 corporation and thus may be sued in any judicial district as provided in 28 U.S.C. §
14 1391(c)(3); *Brunette Machine Works, Ltd. v. Kockum Industries, Inc.* (1972) 406
15 US 706, 714, 92 S.Ct. 1936, 1940.

16 7. Venue is also proper in this Court as a substantial part of the events or
17 omissions that directly give rise to the claims contained herein occurred in this
18 District. 28 U.S.C. §1391(b)(2); *Jenkins Brick Co. v. Bremer* (11th Cir. 2003) 321
19 F3d 1366, 1372; *Bates v. C&S Adjusters, Inc.* (2nd Cir. 1992) 980 F2d 865, 867;
20 *Myers v. Bennett Law Offices* (9th Cir. 2001) 238 F3d 1068, 1076. The
21 Distribution Agreement was signed by SYUSA in California, SYUSA was located
22 in California during negotiations of the terms of the Distribution Agreement, and
23 performance of the terms of the Distribution Agreement was to be completed in
24 California. Each and every breach of the Distribution Agreement affected
25 commerce in California because the goods were to be shipped to SYUSA, located
26 in Los Angeles county in the State of California.

27 8. Venue is also proper in this Court because the Distribution Agreement
28 contains a choice of law provision that sets the governing law to the laws of the

1 State of California. *Jackson v. Payday Fin'l, LLC* (7th Cir. 2014) 764 F3d 765, 775.

2 **III. PARTIES**

3 9. Plaintiff SYUSA is a corporation organized, existing, and doing
4 business under the laws of California with its principal place of business located in
5 Santa Fe Springs, California. SYUSA holds the rights to an exclusive
6 distributorship rights agreement to distribute Samyang Korea's products in North
7 America, has not assigned the distribution rights, and continues to hold such rights
8 to this day.

9 10. Plaintiff Roypac is a corporation organized, existing, and doing
10 business under the laws of California with its principal place of business located in
11 Santa Fe Springs, California. Roypac is a wholly-owned subsidiary of SYUSA
12 which exercises the exclusive distributions rights on behalf of SYUSA as
13 SYUSA's agent and which purchased and imported Defendant's products to North
14 America. Roypac operates under a DBA registered as S.C. Continent Corporation.

15 11. Defendant Samyang Korea is a company headquartered in Seongbuk-
16 Gu, Seoul, Korea, and is a manufacturer of a variety of food products, with a
17 significant portion of the product being instant noodles, also known as ramen.
18 Samyang Korea manufactured and sold its products to Plaintiffs for distribution
19 within North America, including the United States.

20 **IV. GENERAL FACTS**

21 12. Samyang Korea manufactures a large variety of food products
22 including numerous variations of instant ramen for sale in Korea and overseas.
23 Pursuant to the terms of the Distribution Agreement, SYUSA holds the rights to be
24 the sole and exclusive distributor of all of Samyang Korea's products in North
25 America, including the United States, Canada, and Mexico. SYUSA, through its
26 agent Roypac, imports Samyang Korea's products for sale in North America
27 pursuant to a price sheet that is provided for Samyang Korea's products. When
28 SYUSA places an order for goods, Samyang Korea must use best efforts to fulfill

1 the orders for import and distribution by SYUSA in its North America district.
2 Furthermore, any goods that Samyang Korea develops in Korea must be
3 conformed to meet the strict health standards established by the United States Food
4 and Drug Administration ("FDA") so that SYUSA may import and sell those
5 products within the United States.

6 13. Samyang Korea is contractually prohibited from selling its product
7 into the North American market, either directly or indirectly, other than through
8 SYUSA. SYUSA has never waived this right.

9 A. Sales of Products to Third Parties

10 14. Starting in or around July 2014, SYUSA became aware of Samyang
11 Korea's breach of the Distribution Agreement over a series of transactions
12 whereby Samyang Korea had exported Samyang Korea's products to a third party
13 company named ENI DIST, Inc. in Baltimore, Maryland without SYUSA's
14 knowledge or approval. SYUSA thereafter discovered that Samyang Korea had
15 started exporting goods to ENI DIST, Inc., previously known as Seohae Fishery
16 USA, Inc., beginning as early as November 10, 2007, and possibly even earlier.
17 ENI DIST, Inc. and Seohae Fishery USA, Inc. are collectively referred to as ENI
18 herein.

19 15. SYUSA never waived any rights held by SYUSA under the
20 Distribution Agreement. In particular, SYUSA has never waived its rights to be
21 the exclusive distributor of Samyang Korea's products in all of North America.

22 16. The Distribution Agreement specifically states that "SAMYANG KOREA
23 shall not directly or indirectly manufacture or sell any of the Products into the
24 Territories except through [SYUSA]" with the Territories being defined as United
25 States, Canada, and Mexico.

26 17. On November 10, 2007, a shipment of Samyang Korea's products
27 arrived in Baltimore, specifically containing 2,560 cartons of instant ramen.
28 SYUSA did not authorize this import and distribution.

1 18. Starting from November 10, 2007 through at least July 12, 2015,
2 Samyang Korea exported goods to ENI for sale and distribution in the United
3 States without SYUSA's knowledge or authorization. ENI received at least 72
4 individual and unique shipments/orders for sale within the United States in direct
5 breach of the Distribution Agreement.

6 19. On or about June 2012 SYUSA discovered that Samyang Korea had
7 breached the Distribution Agreement over a series of transactions by exporting
8 products into the United States by way of another company based in the New
9 York/New Jersey area. T.Up Trading, Inc. (and possibly a related company
10 Express21, Inc.) started importing Samyang Korea's products into the New
11 York/New Jersey area starting in November 2009 and continued through at least
12 January 3, 2015. These two companies received approximately 28 separate
13 shipments starting from November 2009 through January 2015.

14 20. SYUSA has also discovered recently that Samyang Korea sold its
15 products in the United States through two other companies. Starting on January
16 24, 2012, and possibly earlier, A2M U.S.A., Inc. and Pioneer Logistics, Inc.
17 imported Samyang Korea's products into the New York/New Jersey area. It is
18 believed that these two companies received at least 21 separate shipments starting
19 from January 2012 through February 2013.

20 21. On information and belief, Samyang Korea has distributed for sale its
21 products to other companies through other ports in the United States, including
22 Washington.

23 22. None of the sale of product directly and/or indirectly by Samyang
24 Korea into the United States was authorized or consented to by SYUSA.

25 23. SYUSA has also just discovered that Samyang Korea has distributed
26 product to Mexico in 2008, in direct breach of the Distribution Agreement and
27 which SYUSA never authorized or consented to. SYUSA is the sole and exclusive
28 distributor of all products in North America, including Mexico.

1 24. Samyang Korea has also distributed product for sale in Canada
2 through various other companies, all without SYUSA's authorization or consent.
3 The Distribution Agreement grants SYUSA sole and exclusive distribution
4 privileges through all of North America, including Canada.

5 25. SYUSA recently discovered that Samyang Korea also distributed
6 significant amounts of its product to Canada through various companies, including
7 as an example only and with no limitations Ho-Won Trading Canada, Pan Asia
8 Food Co., Ltd., Total Express HQ, and Suhkyong Canada Ltd.

9 26. Samyang Korea began shipping its products into Canada starting on
10 December 26, 2006 to Suhkyong Canada Ltd., and possibly even earlier. SYUSA
11 did not have know or authorize any of Samyang Korea's shipments of products
12 into Canada for the companies listed above.

13 B. FDA Regulations

14 27. When Samyang Korea releases a new product in Korea, the news of
15 the new product travels very fast to North America, whether by word of mouth,
16 social media, or the viewing of advertisements in TV spots by the Korean
17 population residing in North America who subscribe to cable channels with Korean
18 tv broadcasts. As such, there is a short period of time when SYUSA would be able
19 to capitalize on the excitement surrounding a new product. However, Samyang
20 Korea has made it extremely difficult for SYUSA to profit from new products.

21 28. Due to strict food regulations in the United States, SYUSA has always
22 requested and required that any products imported into the United States meet all
23 FDA regulations and requirements. To that end, whenever Samyang Korea
24 releases a new product, particularly instant ramen, in Korea, SYUSA has always
25 had to request that the ingredients meet the FDA regulations prior to the importing
26 of such products to the United States.

27 29. Samyang Korea is obligated to ensure that its products are timely
28 conformed to FDA requirements so that SYUSA may import and sell products in

1 the North America market. SYUSA is aware that Samyang Korea makes
2 modifications necessary on a timely basis to expedite the import of its products to
3 its distributors in other areas of the world.

4 30. Despite Samyang Korea's obligations to manufacture FDA compliant
5 products for import by SYUSA into North America, Samyang Korea continues to
6 frustrate SYUSA by either falsely claiming that modifications cannot be made, or
7 making modifications many years after a new product has been released and well
8 after any hype and excitement surrounding a new product has vanished.

9 31. Some of the products that Samyang Korea has either refused or
10 significantly delayed in meeting FDA regulations are: 1) Nagasaki Champong,
11 which was released in July 2011; 2) Nagasaki Champong Big Cup, released in
12 September 2011; 3) Nagasaki Champong Cup, released in November 2011;
13 Nagasaki Hong Champong, released in June 2013; 4) Fire Chicken Stir Fried
14 Noodles, released in April 2012; 5) Fire Chicken Stir Fried Noodles Big Cup,
15 released in June 2012; 6) Fire Chicken Stir Fried Noodles Cup, released in
16 November 2013; 7) Gan Champong, released in July 2007; 8) Gan Champong Big
17 Cup, released in September 2008; 9) Hanoo Teuk Pool Myun, released December
18 2013; and 10) Youboo Udon, released November 2013.

19 32. On information and belief, Samyang Korea, despite refusing
20 SYUSA's requests for changes to the ingredients in products to meet FDA
21 regulations and thus deliberately blocking SYUSA's attempts to import certain
22 product to the United States, has distributed many of these products in the United
23 States through other companies that may or may not meet FDA regulations. If the
24 products do meet FDA regulations, Samyang Korea has deliberately misled and
25 lied to SYUSA about the availability of such products and has wrongly refused to
26 allow SYUSA to import such products for sale in North America.

27 33. Samyang Korea's refusal to use its best efforts to timely provide
28 SYUSA with new and popular products for sale has hindered SYUSA's business

1 and prevented SYUSA from growing its business and gaining market share in
2 North America.

3 C. Changing of Payment Terms

4 34. At the time of execution of the Distribution Agreement, SYUSA was
5 able to purchase Samyang Korea's products pursuant to a credit arrangement.
6 SYUSA would generally incur a charge for accounts payable upon ordering
7 product from Samyang Korea, which would then be paid in accordance with
8 standard payment terms, usually in 90 days.

9 35. Pursuant to the Distribution Agreement, Samyang Korea was not
10 permitted to change the payment terms, but on August 30, 2007 Samyang Korea
11 informed SYUSA that Samyang Korea would no longer sell product to SYUSA on
12 a credit basis. Instead, Samyang Korea would only sell product to SYUSA on a
13 line of credit basis that would have to be paid by SYUSA prior to the shipment of
14 products from Samyang Korea to SYUSA. Samyang Korea then further made
15 changes to payment terms in December 2011 without SYUSA's approval or
16 consent. These unilateral changes in payment terms is also a direct breach of the
17 Distribution Agreement which states that Samyang Korea "shall not... change the
18 payment terms."

19 36. Furthermore, SYUSA alleges on information and belief that Samyang
20 Korea does not require immediate payment from its other distributors in other
21 areas of the world, but instead has placed such onerous restrictions only on
22 SYUSA. Such actions are designed to place a heavy burden on SYUSA in bad
23 faith.

24 37. Pursuant to the Distribution Agreement Samyang Korea is required to
25 sell its products to SYUSA at the price and on terms and conditions most favorable
26 to the largest distributor. Furthermore, price adjustments are only allowed to
27 reflect the fluctuations of the costs of manufacturing or purchasing by Samyang
28 Korea.

38. Samyang Korea's bad faith actions have hindered SYUSA's business and prevented SYUSA from growing its business and gaining market share in North America.

D. Intellectual Property

39. SYUSA is the sole and rightful owner of all of the "SAMYANG" trademarks in the United States, including the "SAMYANG FOODS" trademark that had been registered by Samyang Korea without SYUSA's authorization or consent.

40. On or about January 26, 1998, Samyang Korea fully assigned all rights and interest in all "SAMYANG" trademarks, including the goodwill of the business in which the mark is used.

41. Pursuant to the Distribution Agreement, Samyang Korea is required to assign to SYUSA "any and all Intellectual Property Rights registered in the United States or any states authorities in the U.S. including, but not limited to, trademark registration for the name and logo of "SAMYANG." Samyang Korea surreptitiously registered a "SAMYANG FOODS" trademark without SYUSA's authorization or consent in 2005, and has failed to assign the rights to that trademark to SYUSA in direct breach of the Distribution Agreement.

42. Furthermore, the Distribution Agreement grants from Samyang Korea to SYUSA "the rights to use all of Samyang Korea's trademarks, trade names, brand names, trade dresses, logos, designs, packaging and copyrights." This right is irrevocable.

43. In accordance with SYUSA's ownership rights to the "SAMYANG" trademarks, SYUSA recently registered two trademarks, which Samyang Korea intends to oppose. SYUSA now seeks declaratory relief that SYUSA owns all rights to the "SAMYANG" trademarks and an injunction preventing Samyang Korea from inappropriately opposing the trademark registrations.

E. Artificial Inflation of Prices

44. On or about August 2013, SYUSA discovered when served with a

1 summons and complaint alleging anti-trust violations against Samyang Korea and
2 SYUSA that Samyang Korea allegedly colluded with other manufacturers of
3 instant ramen in Korea and thus artificially raised the prices of instant ramen.
4 Since SYUSA is a direct purchaser of the instant ramen manufactured by Samyang
5 Korea, SYUSA was a direct victim of such price collusion engaged in by Samyang
6 Korea. Such artificial inflation of prices is a direct breach of the Distribution
7 Agreement, which specifies that prices of products sold by Samyang Korea to
8 SYUSA can only be increased for an increase in the cost of manufacturing.

9 45. The Korean Federal Trade Commission (the "KFTC") released a
10 report (the "KFTC Report") alleging that the four companies that manufacture
11 instant ramen in Korea colluded to artificially raise prices by communicating non-
12 public details of price increases to each other. As alleged in a case filed by direct
13 and indirect purchasers of Defendant's product in the United States¹, this
14 conspiracy was confirmed by Defendant's President, OO Kim², who affirmed
15 details of the conspiracy to the KFTC, such as "[f]rom price increase in 2001,
16 when I [led] the price increase of [SAMYANG KOREA] for the first time, to price
17 increase in 2008, [the] ramen market [] exercised price information exchange, real
18 price increase work, etc... systematically and repeatedly."

19 46. OO Kim also stated that the process would work as follows: "[b]efore
20 the price increase, employees from each company in charge of market
21 research/external business exchanged information. After the price increase, sales
22 team of each company checked on price situation at distribution channels including
23 chain stores. In addition, for the great matters which might jeopardize price system
24 of the business, such as price dumping, the companies maneuvered through" the
25

26 ¹ See *In Re Korean Ramen Antitrust Litigation*, Case No. 3:13-cv-04115-WHO, N.D. Cal. The
27 court ruled in response to Motions to Dismiss filed by defendants in that case that a conspiracy to
28 raise prices in Korea which raised the prices of imported noodles was plausibly pled (Dkt. No.
115).

² The KFTC Order identified witnesses by their last name only, and included the designation of
"OO" presumably to mask the identity of certain of the individual participants in the conspiracy.

1 Ramen Conference, discussed below.

2 47. OO Choi, the Chairman of Samyang Korea's Office of Business,
3 reported to OO Chon, Samyang Korea's CEO, about the discussions at this
4 meeting. OO Choi told OO Chon that "[w]e talked this and that . . . then someone
5 brought up the topic, 'shouldn't we increase ramen price.' And it seemed that
6 everyone agreed that once Nongshim increased the price, everyone would increase
7 this price as well."

8 48. OO Choi also discussed the meeting with OO Kim, a consultant at
9 Samyang Korea's head business office. OO Choi told OO Kim that "we talked that
10 it had been 2-3 years since ramen price was increased. If Nongshim increase[d]
11 first, others will follow and raise it."

12 49. On March 28, 2001, representatives from the Korean Noodles
13 manufacturers attended the Regular General Assembly of Ramen Conference, held
14 at the Capital Hotel in Seoul. At this conference, the manufacturers, including
15 Defendant, met and confirmed their agreement to cooperate concerning price
16 increases. According to OO Ahn, Vice Chair of Samyang Korea's head business
17 office, "[o]ne of the board members of either Ottogi or Paldo asked director []
18 Yoon of Nong Shim, [if they could] 'increase the price in consecutive order after
19 Nong Shim increase[s] it. How has the price increase project of your company []
20 proceeded so far?'" Ottogi Co., Ltd. and Korea Yakult representatives responded:
21 "Yes. We wouldn't be released from the pressure of production cost, unless there
22 is a two-digit increase." OO Yoon replied: "[w]ouldn't it be difficult to have a two
23 digit increase? I remember that there had not been any two-digit increase in the
24 past . . . , anyway, the price increase will be implemented soon."

25 50. Thus, at the March 28, 2001 Ramen Conference meeting, Defendant
26 colluded on the subsequent collective price increase.

27 51. On or about May 17, 2001, a few days after the other manufacturers
28 raised prices of their products, Defendant decided to raise factory prices by June 1,

1 2001 by an average of 12% for 17 products, which included raising prices of its
2 Korean Noodles by the same amount as Nongshim.

3 52. Subsequently, on or about October 21, 2002, Nongshim decided to
4 raise factory prices, and provided details and dates concerning these prices to
5 Samyang Korea. On or about October 25, 2002, Samyang Korea decided to
6 increase factory prices effective November 1, 2002. The factory price increase
7 averages 9.5% for 28 products, which included raising the price of its Korean
8 Noodles by the same amount as Nongshim. Such increases were then
9 communicated by Samyang Korea to other manufacturers, who followed suit.

10 53. On or about December 22, 2004, Samyang Korea was informed about
11 Nongshim's price increases prior to the effective date of those increases. On or
12 about February 24, 2005, Samyang Korea decided to follow suit and raised prices
13 for 32 items by an average of 7.2%, which included raising the price of its Korean
14 Noodles by the same amount as Nongshim. These increases were then
15 communicated to other manufacturers.

16 54. On or about March 22, 2007, and again on February 18, 2008
17 Samyang Korea again decided to increase factory prices based on information
18 received as a participant in the conspiracy, while also furthering the conspiracy by
19 sending non-public information to other manufacturers.

20 55. Each price increase made by Defendant was then reflected in the
21 prices at which Defendant sold its Korean Noodles to Plaintiffs for export to the
22 United States.

23 56. On March 26, 2008, the General Assembly of Ramen Conference was
24 held at Capital Hotel in Seoul. At this conference, the Korean Defendants agreed
25 that they would postpone price increases or lower prices after an increase.

26 57. OO Lee, Board Director of Samyang Korea's Head Business Office,
27 stated to the KFTC that: "Since the new administration [of the South Korean
28 government], inaugurated on February 25, 2008, played an emphasis of price

1 stabilization, it was difficult decision to make a price increase, and because
2 customers' response was also negative about the increase, ramen manufacturing
3 companies worried much about the increase. Nevertheless, because the price
4 decision had already made based on the exchange of information and date about
5 price increase, each company emphasized (agreed) that any company could not
6 postpone the price increase or that increased price could not be lowered again."

7 58. Similarly, OO Kim, Chair of Samyang Korea's Business Management
8 Team, noted to the KFTC that due to the change in South Korean government,
9 South Korea "was experiencing the feeling of renewal. As the new administration
10 suggested price stabilization as a major policy as soon as the president's
11 inauguration, companies including Nongshim discussed about ramen price which
12 would be increased. While worrying about criticism or implications that would
13 cause by price increase, we discussed the prospect of the process and strategic
14 responses about the criticism."

15 59. Accordingly, the March 2008 Ramen Conference ensured that the
16 collusively-raised prices for Korean Noodles remained inflated.

17 60. On July 12, 2012, the KFTC issued the KFTC Order, concluding that
18 Samyang Korea conspired with the other main Korean Noodles manufacturers to
19 fix prices of Korean Noodles.

20 61. The KFTC imposed monetary and injunctive relief, including 136
21 billion won (approximately \$120 million) in fines. It also ordered the
22 manufacturers to stop sharing pricing information.

23 62. Samyang Korea was excused by the KFTC from paying its fine and
24 received leniency from the KFTC because it provided information about the
25 conspiracy to the KFTC.

26 63. As a result of Samyang Korea's participation in the price conspiracy
27 to fix Korean Noodles prices, Plaintiffs were forced to purchase Korean Noodles
28 from Defendant at artificially inflated prices.

1 64. Samyang Korea raised the prices of products sold to Plaintiffs on
2 seven different occasions: 1) September 1, 2003; 2) February 1, 2005; 3) July 1,
3 2006; 4) November 1, 2006; 5) July 1, 2008; 6) April 1, 2001; and 7) October 1,
4 2012.

5 65. Plaintiffs did not have actual or constructive knowledge that the price
6 increases from 2003 to 2012 were a result of a secret conspiracy to artificially raise
7 prices until on or about August 2013.

8 66. Upon information and belief, Samyang Korea arbitrarily increased the
9 prices of the products it charged to Plaintiffs in direct breach of the Distribution
10 Agreement.

11 67. Prior to this time, Defendant engaged in a secret conspiracy to
12 collusively raise the prices of the Korean Noodles it was selling to Plaintiffs for
13 export to the United States. Plaintiffs were unaware of Defendant's treacherous
14 acts during the entire time that the conspiracy was continuing.

15 68. Defendant never represented to Plaintiffs the true reason, namely the
16 conspiracy to fix prices, as the reason that prices for Korean Noodles increased.
17 Instead, Defendant always represented that any price increases were due to the
18 increase in cost of raw materials.

19 69. The KFTC determined, however, that the Korean Noodles price
20 increases had little correlation with input costs, and often substantially exceeded
21 increased input costs.

22 70. The affirmative acts of Defendant alleged herein, including acts in
23 furtherance of the conspiracy, were wrongfully concealed and carried out in a
24 manner that precluded detection. By its very nature, Defendant's price-fixing
25 conspiracy was inherently self-concealing.

26 71. The combination and conspiracy alleged herein was concealed by
27 Defendant by various means and methods, including, but not limited to secret
28 meetings, surreptitious communications between Defendant and its co-conspirators

1 by the use of the telephone or in-person meetings, the use of non-public emails,
2 and concealing the existence and nature of their competitor pricing discussions
3 from non-conspirators (including Plaintiffs).

4 72. The conspiracy among the ramen manufacturers in Korea to raise
5 prices of goods for arbitrary reasons directly led to Samyang Korea arbitrarily
6 increasing the prices of the products it charged to Plaintiffs.

7 73. The artificial raising of prices of the products purchased by Plaintiffs
8 is in direct breach of the Distribution Agreement, which provides that Samyang
9 Korea may only “adjust the price to reflect the fluctuations of the costs of
10 manufacturing or purchasing” and that Samyang Korea “shall not arbitrarily
11 increase the prices of the Products it charges to” Plaintiffs.

12 F. Intentional Obstruction of Business

13 74. SYUSA is the sole and exclusive distributor of all of Samyang
14 Korea’s products in North America, including United States, Canada, and Mexico.

15 75. Samyang Korea is required to act in good faith and help promote
16 SYUSA’s business, including providing all resources available to SYUSA, helping
17 SYUSA with marketing, helping SYUSA establish distribution channels as needed,
18 and providing for terms and conditions favorable for SYUSA’s business.

19 76. Samyang Korea deliberately acted in bad faith to intentionally disrupt
20 SYUSA’s business. Samyang Korea blocked the growth of SYUSA’s business by
21 selling, directly and/or indirectly, products into North America outside of SYUSA.
22 Samyang Korea also changed payment terms to SYUSA, making it very difficult
23 for SYUSA to order sufficient product to increase distribution in North America.
24 Samyang Korea also artificially raised prices so as to cut into SYUSA’s profit
25 margins and further hinder SYUSA’s business growth.

26 G. Termination Notice

27 77. On April 21, 2016, Samyang Korea sent a letter by email to SYUSA
28 stating its intention to terminate the Distribution Agreement effective August 1,

1 2016.

2 78. The Distribution Agreement does not provide for its termination other
3 than the eventual expiration of the agreement term.

4 79. The Distribution Agreement was entered into on November 29, 1997.
5 The initial term of the Distribution Agreement is for fifty (50) years, and the term
6 was to automatically renew for another fifty (50) years thereafter.

7 80. The Distribution Agreement thus has approximately another eighty-
8 one (81) years remaining on its term.

9 81. On April 27, 2016, counsel for SYUSA sent a letter to counsel for
10 Samyang Korea demanding that the termination notice be retracted. On April 29,
11 2016, counsel for Samyang Korea informed counsel for SYUSA that Samyang
12 Korea refused to retract the termination notice.

13 82. Samyang Korea by way of its termination notice has expressly stated
14 that it will not perform the terms of the Distribution Agreement as required
15 effective August 1, 2016.

16 83. Plaintiffs are still willing and have the ability to perform all of its
17 obligations pursuant to the Distribution Agreement.

18 84. The value of the Distribution Agreement for the remaining eighty-one
19 (81) years of its term is believed to be in excess of one billion dollars
20 (\$1,000,000,000). The exact amount of damages will be proven at trial.

21

22 V. CLAIMS FOR RELIEF
23 BREACH OF CONTRACT

24 85. Plaintiffs refer to, reallege, and incorporate by reference every
25 allegation from each and every paragraph before and after this paragraph, as
26 though said paragraphs were set forth in full herein.

27 86. The Distribution Agreement grants to Plaintiffs exclusive
28 distributorship rights to any and all of Samyang Korea's products to be sold in

1 North America, including the United States, Canada, and Mexico. Samyang Korea
2 was expressly disallowed from directly or indirectly manufacturing or selling any
3 of Samyang Korea's products into North America.

4 87. Samyang Korea failed to abide by the terms of the Distribution
5 Agreement as discovered by Plaintiffs recently.

6 88. Samyang Korea instead sold, directly or indirectly, its products into
7 North America. These actions were done without Plaintiffs' knowledge or
8 approval.

9 89. Each individual sale or other action by Samyang Korea to import its
10 products into North America is a breach of the Distribution Agreement.

11 90. As a direct and proximate result of Samyang Korea's breach of the
12 Distribution Agreement by selling, directly or indirectly, its products to other
13 companies for distribution in North America, Plaintiffs have lost significant profits
14 it would have otherwise gained from the sale of such products in North America.
15 Plaintiffs profit on each sale of products to a market or other retailer after import.
16 Samyang Korea's act of selling independently of Plaintiffs has deprived Plaintiffs
17 of potential profit, and Samyang Korea should reimburse Plaintiffs for such lost
18 profit, in an amount to be proven at trial.

19 91. Samyang Korea was expressly disallowed from changing the credit
20 terms upon which Samyang Korea's products were sold to Plaintiffs. Samyang
21 Korea still changed the terms of the agreement and threatened to not sell Plaintiffs
22 any product if Plaintiffs did not comply. Since Plaintiffs need to be able to import
23 Samyang Korea's products for sale in North America as its business, Plaintiffs
24 were forced to comply under duress.

25 92. The Distribution Agreement specifically prohibits the changing of
26 payment terms. Each of Samyang Korea's unilateral changes of the payment terms
27 constitutes a breach of the Distribution Agreement.

28 93. By changing payment terms, Samyang Korea limited the amount of

1 products that Plaintiffs could import for distribution into North America, since
2 Plaintiffs were limited by the line of credit it could obtain from a separate bank.

3 94. As a direct and proximate result of Samyang Korea's breach of the
4 Distribution Agreement by unilaterally changing the credit terms, Plaintiffs lost
5 significant potential profit it could have made from the increased sale of products
6 in North America, in an amount to be proven at trial.

7 95. Samyang Korea must make its products compliant with all food
8 regulations for sale in North America prior to the sale and shipment of those
9 products to SYUSA for import and distribution. However, Samyang Korea's
10 repeated failures or untimely delays in making its product compliant constitute
11 breaches of the Distribution Agreement.

12 96. As a direct and proximate result of Samyang Korea's breach of the
13 Distribution Agreement by failing to make products compliant for import and sale
14 in North America, Plaintiffs lost significant profits by being unable to sell such
15 products in North America, in an amount to be proven at trial.

16 97. Samyang Korea was required to assign all intellectual property and
17 trademark rights to SYUSA, but failed to do so. In fact, Samyang Korea even
18 failed to properly register several trademarks, which forced SYUSA to file
19 trademark applications in an attempt to protect SYUSA's valuable intellectual
20 property rights.

21 98. As a result of Samyang Korea's failures, SYUSA still has not been
22 assigned the valuable intellectual property rights as required under the Distribution
23 Agreement, and Plaintiffs have had to take steps in filing for trademark
24 applications in an effort to protect its legal rights.

25 99. As a direct and proximate result of Defendant's unlawful conduct,
26 Plaintiffs have been injured in that they currently still have not been assigned and
27 do not hold the valuable intellectual property rights to be used in operating its
28 business. Furthermore, Plaintiffs have had to spend attorneys' fees and costs in

1 filing for several trademarks in an attempt to protect its rights.

2 100. Samyang Korea was also expressly disallowed from changing the
3 pricing of its products for any reason other than the increase in cost of
4 manufacturing. However, Samyang Korea engaged in a conspiracy to artificially
5 raise prices.

6 101. As a result of Samyang Korea's actions, Plaintiffs have suffered
7 significant damages due to lost revenue and market share in the areas and cities
8 that Samyang Korea improperly sold its products for distribution.

9 102. As a direct and proximate result of Defendant's unlawful conduct,
10 Plaintiffs have been injured in their business and property in that they paid more
11 for Samyang Korea's products than they otherwise would have paid in the absence
12 of Defendant's unlawful conduct.

13 103. The Distribution Agreement provides for the awarding of costs and
14 expenses, including reasonable attorneys' fees, incurred by the prevailing party in
15 the event of any controversy, claim, or dispute between the parties related to the
16 Distribution Agreement. Plaintiffs seek an award of such costs and attorneys' fees
17 incurred to enforce the rights of Plaintiffs.

18 **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

19 104. Plaintiffs refer to, reallege, and incorporate by reference every
20 allegation from each and every paragraph before and after this paragraph, as
21 though said paragraphs were set forth in full herein.

22 105. In every agreement there is an implied promise of good faith and fair
23 dealing that requires a party to not do anything to unfairly interfere with the rights
24 of the other party to receive the benefits of the agreement.

25 106. Pursuant to the Distribution Agreement, Defendant owed Plaintiffs a
26 duty to act in good faith in executing the terms of the Distribution Agreement.

27 107. Specifically, Defendant was not allowed to act in ways that would
28 deprive Plaintiffs of the rights bargained for in entering into the Distribution

1 Agreement.

2 108. Plaintiffs complied with every term in the Distribution Agreement or
3 was excused from having to perform.

4 109. Accordingly, Defendant was required to perform according to the
5 terms of the Distribution Agreement.

6 110. Defendant's actions of deliberately selling its products to third parties
7 unassociated with Plaintiffs caused Plaintiffs significant harm and directly and
8 unfairly interfered with the rights of Plaintiffs to receive the benefits of the
9 Distribution Agreement.

10 111. Defendant's actions of unilaterally changing the payment terms
11 unfairly interfered with Plaintiffs' right to receive the benefits of the Distribution
12 Agreement.

13 112. Defendant's actions of refusing or significantly delaying any
14 modifications to the ingredients list of many products in compliance with FDA
15 regulations caused Plaintiffs significant harm since Plaintiffs were unable to import
16 and sell those goods, and thus Defendant's actions directly and unfairly interfered
17 with Plaintiffs' rights to receive the benefits of the Distribution Agreement.

18 113. Defendant's actions of colluding with other manufacturers in order to
19 artificially raise the prices of products it sold to SYUSA caused Plaintiffs
20 significant harm since Plaintiffs were forced to pay artificially inflated prices that
21 had no correlation to any increases in manufacturing costs, and thus Defendant's
22 actions directly and unfairly interfered with Plaintiffs' rights to receive the benefits
23 of the Distribution Agreement.

24 114. The Distribution Agreement provides for the awarding of costs and
25 expenses, including reasonable attorneys' fees, incurred by the prevailing party in
26 the event of any controversy, claim, or dispute between the parties related to the
27 Distribution Agreement. Plaintiffs seek an award of such costs and attorneys' fees
28 incurred to enforce the rights of Plaintiffs.

ANTICIPATORY BREACH OF WRITTEN CONTRACT

115. Plaintiffs refer to, reallege, and incorporate by reference every allegation from each and every paragraph before and after this paragraph, as though said paragraphs were set forth in full herein.

116. On April 21, 2016, Samyang Korea expressly stated its intention to breach the Distribution Agreement effective August 1, 2016. Despite SYUSA's demands, Samyang Korea on April 29, 2016 expressly refused to retract the notice.

117. The Distribution Agreement will have in excess of eight-one (81) years left on its term as of August 1, 2016. The anticipatory breach will cause Plaintiffs to suffer damages estimated to be in excess of one billion dollars (\$1,000,000,000), to be proven at trial.

118. Plaintiffs are willing and able to comply with all of its obligations pursuant to the Distribution Agreement for its remaining term.

119. As a direct and proximate result of Samyang Korea's actions, Plaintiffs will have suffered damages in losing the valuable rights and business granted to it by the Distribution Agreement.

TEMPORARY INJUNCTIVE RELIEF

120. Plaintiffs refer to, reallege, and incorporate by reference every allegation from each and every paragraph before and after this paragraph, as though said paragraphs were set forth in full herein.

121. Plaintiffs are entitled to receive the benefit of the Distribution Agreement as detailed herein.

122. In reliance of the Distribution Agreement, Plaintiffs have established a business, hired numerous employees, and created and maintain numerous distribution channels for the distribution of product received from Samyang Korea.

123. Plaintiffs by this action seek permanent injunctive relief prohibiting Samyang Korea from continued breach of the Distribution Agreement, the merits of which clearly favor Plaintiffs. However, a more immediate concern is that

1 Samyang Korea has sent a notice establishing Samyang Korea's intent to
2 wrongfully terminate the Distribution Agreement effective August 1, 2016.

3 124. A preliminary injunction is needed to prevent Samyang Korea from
4 wrongfully terminating the Distribution Agreement effective August 1, 2016 as it
5 would cause great and irreparable injury to Plaintiffs. Plaintiffs would be forced to
6 lose all of its employees and lose all of the distribution channels that have been
7 established, the effects of which Plaintiffs would be unable to recover from.

8 **TRADEMARK INFRINGEMENT**

9 125. Plaintiffs refer to, reallege, and incorporate by reference every
10 allegation from each and every paragraph before and after this paragraph, as
11 though said paragraphs were set forth in full herein.

12 126. The Distribution Agreement requires that Samyang Korea assign any
13 and all intellectual property rights registered in the U.S. to SYUSA. By agreement,
14 SYUSA rightfully owns all trademarks related to "SAMYANG" including "SAMYANG
15 Foods." Indeed, on or about January 26, 1998, the "SAMYANG Foods" mark that
16 had been previously registered was fully assigned to SYUSA, including the
17 goodwill of the business in which the mark is used.

18 127. SYUSA did not request or authorize Samyang Korea to register with
19 the USPTO any trademarks related to the "SAMYANG" name, including "SAMYANG
20 Foods." However, Samyang Korea registered the "SAMYANG Foods" trademark in
21 the U.S. on or around August 9, 2005.

22 128. Samyang Korea's registration and use of the "SAMYANG Foods" mark
23 is directly infringing on SYUSA's valuable right. Samyang Korea's use of the
24 "SAMYANG Foods" mark for the sale of goods in the U.S. through other distribution
25 channels was unauthorized by SYUSA and is directly infringing on SYUSA's
26 business.

27 129. Samyang Korea's continued use of the trademarks owned by SYUSA
28 will cause confusion among consumers as to the source of the goods. SYUSA

1 owns the trademarks and holds the exclusive distribution rights to product in North
2 America. Samyang Korea's sale of goods in similar markets to SYUSA will likely
3 confuse both consumers and retailers as to the source of the goods.

4 130. As a direct and proximate result of Samyang Korea's infringement of
5 SYUSA's rights to the "SAMYANG" trademark, SYUSA has suffered and will
6 continue to suffer substantial damages in an amount to be proven at trial.

7 131. Samyang Korea knew that SYUSA was the right owner of the
8 "SAMYANG" trademarks because Samyang Korea fully assigned all such ownership
9 rights to the "SAMYANG" trademarks to SYUSA. However, Samyang Korea
10 surreptitiously registered another "SAMYANG" trademark and has been selling
11 products using the "SAMYANG" trademark in the U.S. in direct breach of the
12 Distribution Agreement and infringing on SYUSA's trademarks. These actions
13 were willful, oppressive, malicious, and in wanton and conscious disregard of
14 SYUSA's rights. Therefore, punitive damages should be assessed against
15 Samyang Korea in an amount that will be sufficient to discourage it and others
16 from such conduct in the future.

17 **VIOLATION OF LANHAM ACT §1114, 15 U.S.C. §1114 – TRADEMARK**
18 **INFRINGEMENT**

19 132. Plaintiffs refer to, reallege, and incorporate by reference every
20 allegation from each and every paragraph before and after this paragraph, as
21 though said paragraphs were set forth in full herein.

22 133. SYUSA is the rightful owner of the "SAMYANG" and "SAMYANG
23 Foods" trademarks in the U.S.

24 134. Samyang Korea has surreptitiously registered the "SAMYANG FOODS"
25 trademark in direct violation of SYUSA's ownership rights, and has used these
26 marks in commerce and/or in connection with the sale, distribution, or advertising
27 of goods. Such use is likely to cause confusion, mistake, and/or deception.

28 135. SYUSA did not request or authorize Samyang Korea to register the

1 “Samyang Foods” trademark, nor has SYUSA authorized Samyang Korea to sell
2 goods in the U.S. using the trademarks owned by SYUSA.

3 136. Samyang Korea’s continued use of the “Samyang” trademarks will
4 cause confusion among consumers as to the source of the goods, as SYUSA is the
5 owner of the trademarks and the sole and exclusive distributor of goods in the U.S.

6 137. Unless restrained, the foregoing wrongful acts of Samyang Korea will
7 continue to cause irreparable injury to Plaintiffs, both during the pendency of this
8 proceeding and thereafter. SYUSA is therefore entitled to an order preliminarily
9 and permanently enjoining Samyang Korea and its agents, employees, and others
10 acting in concert with it, from directly or indirectly: (i) registering or applying to
11 register any trademark that is confusingly similar to the “Samyang” or “Samyang
12 Foods” name or mark; (ii) manufacturing, producing, distributing, selling, offering
13 for sale, advertising, or displaying any “Samyang” product in the U.S. that tends to
14 relate or connect to such product in any way to SYUSA or to any goods or services
15 offered, provided, sold, manufactured, sponsored or approved by, or otherwise
16 connected with SYUSA; (iii) using any mark that is confusingly similar to the
17 “Samyang” or “Samyang Foods” name or mark; and/or (iv) making any false
18 description or representation of origin concerning any goods offered for sale by
19 Samyang Korea.

20 138. SYUSA is further entitled to recover its ascertainable damages
21 sustained in consequence of Samyang Korea’s wrongful conduct, in an amount to
22 be determined at trial, along with attorneys’ fees and costs incurred.

23 **VIOLATION OF LANHAM ACT §43(a); 15 U.S.C. §1125 (a) – FEDERAL**
24 **UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN**

25 139. Plaintiffs refer to, reallege, and incorporate by reference every
26 allegation from each and every paragraph before and after this paragraph, as
27 though said paragraphs were set forth in full herein.

28 140. SYUSA is the rightful owner of all “Samyang” trademarks in the

1 United States. Any prior rights that were owned by Samyang Korea were fully
2 assigned and transferred to SYUSA as of 1998.

3 141. Samyang Korea has registered trademarks not owned by them in
4 direct violation and infringement on SYUSA's rights, and have sold product in the
5 U.S. using these false trademarks, which constitute false designation of origin,
6 false or misleading description, and/or false or misleading representation and
7 Unfair Competition under 15 U.S.C. §1125. Such conduct causes and is likely to
8 cause confusion, mistake, and/or deception as to the affiliation, connection, or
9 association of Samyang Korea and any product that Samyang Korea produces,
10 promotes, sells, or distributes with SYUSA and any and all of its products, or as to
11 the origin, sponsorship, or approval of Samyang Korea's goods, services or
12 commercial activities by SYUSA.

13 142. Such infringement of SYUSA's trademark rights constitute unfair
14 competition and is an infringement of SYUSA's rights in the "SAMYANG FOODS"
15 mark in violation of the Lanham Act §43(a), 15 U.S.C. §1125(a).

16 143. SYUSA lacks an adequate remedy at law for the foregoing wrongful
17 conduct of Samyang Korea, in that: (i) Samyang Korea's actions damage and
18 threaten to continue to damage SYUSA's unique and valuable property injury
19 which cannot be adequately compensated by monetary damages; (ii) the damages
20 to SYUSA from Samyang Korea's wrongful actions are not precisely and fully
21 ascertainable; (iii) the wrongful acts of Samyang Korea injure and threaten to
22 continue to injure SYUSA's reputation and goodwill; and (iv) the damages
23 resulting to SYUSA from Samyang Korea's conduct, and the conduct itself, are
24 continuing, and SYUSA would be required to bring a multiplicity of suits to
25 achieve full compensation for the injuries caused thereby.

26 144. Unless restrained, the foregoing wrongful acts of Samyang Korea will
27 continue to cause irreparable injury to SYUSA, both during the pendency of this
28 proceeding and thereafter. SYUSA is therefore entitled to an order preliminarily

1 and permanently enjoining Samyang Korea and its agents, employees, and others
2 acting in concert with them, from directly or indirectly: (i) (i) registering or
3 applying to register any trademark that is confusingly similar to the “SAMYANG” or
4 “SAMYANG FOODS” name or mark; (ii) manufacturing, producing, distributing,
5 selling, offering for sale, advertising, or displaying any “SAMYANG” product in the
6 U.S. that tends to relate or connect to such product in any way to SYUSA or to any
7 goods or services offered, provided, sold, manufactured, sponsored or approved by,
8 or otherwise connected with SYUSA; (iii) using any mark that is confusingly
9 similar to the “SAMYANG” or “SAMYANG FOODS” name or mark; and/or (iv) making
10 any false description or representation of origin concerning any goods offered for
11 sale by Samyang Korea.

12 145. SYUSA is further entitled to recover its ascertainable damages
13 sustained in consequence of Samyang Korea’s wrongful conduct, in an amount to
14 be determined at trial, and for attorneys’ fees and costs incurred.

15 **PERMANENT INJUNCTIVE RELIEF**

16 146. Plaintiffs refer to, reallege, and incorporate by reference every
17 allegation from each and every paragraph before and after this paragraph, as
18 though said paragraphs were set forth in full herein.

19 147. There currently exists an immediate and ongoing harm caused by
20 Samyang Korea’s continued breach of the Distribution Agreement.

21 148. The failure to immediately stop Samyang Korea’s actions of
22 continuing to sell, directly or indirectly, its products into North America other than
23 through Plaintiffs will cause a great and irreparable harm to Plaintiffs since
24 Plaintiffs will be deprived of its valuable right to exclusive distribution of all of
25 Samyang Korea’s product in the United States and North America. Samyang
26 Korea should be stopped from selling, directly or indirectly, any of its products
27 into North America unless such distribution occurs through Plaintiffs.

28 149. Samyang Korea’s repeated failures and delays in modifying its

1 products so as to make them compliant with food regulations in North America
2 have made it impossible for Plaintiffs to import and distribute those products for
3 consumption, thereby causing it great and irreparable harm. Samyang Korea
4 should be required to make such changes to its products as needed immediately for
5 the import and distribution of all of its products in North America.

6 150. The changed payment terms have made it more onerous on Plaintiffs
7 to import and distribute products in North America. The payment terms should be
8 reverted to the original payment terms, as the changed terms has caused Plaintiffs
9 great and immediate harm in that Plaintiffs are unable to place orders past a certain
10 bank imposed limit due to limited funds.

11 151. Furthermore, the failure to immediately stop Samyang Korea's
12 artificial inflation of prices will continue to have a negative effect on Plaintiffs'
13 business finances and the conspiracy must be enjoined immediately. The artificial
14 inflation of prices must also be immediately reversed, and Samyang Korea must
15 show justification for each increase in pricing that is claimed to be due to an
16 increase in manufacturing costs.

17 **VI. PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs request that the Court enter judgment on their
19 behalf, adjudging and decreeing that:

20 A. A temporary restraining order preventing Defendant from unilaterally
21 terminating the Distribution Agreement until full resolution of this case;

22 B. A preliminary and permanent injunction preventing Defendant from
23 continuing to infringe on Plaintiffs' trademark rights;

24 C. Declaratory relief stating that SYUSA is the rightful owner of all
25 "SAMYANG" trademarks in the United States, and an injunction preventing Samyang
26 Korea from opposing any related trademark registrations filed by SYUSA;

27 D. Defendant has breached the Distribution Agreement and that Plaintiffs
28 have been injured in their business and property as a result of Defendant's

1 violations;

2 E. Plaintiffs recover damages sustained by them, as proven in trial, and
3 that judgment in favor of Plaintiffs be entered against Defendant;

4 F. Plaintiffs recover all lost profits that would have been realized by
5 them, as proven in trial;

6 G. Plaintiffs recover the full value of the Distribution Agreement for the
7 remaining term based on Defendant's anticipatory breach of the contract;

8 H. Defendant, its subsidiaries, affiliates, successors, transferees,
9 assignees, and its respective officers, directors, partners, agents, and employees
10 thereof and all other persons acting or claiming to act on its behalf be permanently
11 enjoined and restrained from continuing the actions alleged herein, including:

- 12 a. Continuing to sell and import its product into North America
13 outside of the exclusive distribution arrangement between
14 Samyang Korea and Plaintiffs;
15 b. Continuing to make unilateral changes to the payment terms
16 originally agreed upon by the parties;
17 c. Continuing to fail to change or delay in making changes to the
18 products so as to make them compliant with all applicable food
19 regulations in North America; and
20 d. Artificially raising prices of products sold to Plaintiffs other than
21 for reasons of an increase in the cost of manufacturing.

22 I. Plaintiffs be awarded pre-judgment and post-judgment interest, and
23 that such interest be awarded at the highest legal rate from and after the date of
24 service of the initial complaint in this action;

25 J. Plaintiffs be awarded exemplary and/or punitive damages against
26 Defendant;

27 K. Plaintiffs recover their costs of this suit, including reasonable
28 attorneys' fees, as provided by the Distribution Agreement and by law; and

1 L. Plaintiffs receive such other or further relief as may be just and
2 proper.

3 **VII. DEMAND FOR JURY TRIAL**

4 Plaintiffs demand a trial by jury as to all issues so triable.

5 Dated: May 12, 2016

SUH LAW GROUP, APC

7 By: /s/ Edward Suh

8 Edward Suh
9 Attorneys for Plaintiffs
10 SAM YANG (U.S.A.), INC., ROYPAC,
11 INC. dba S.C. CONTINENT
12 CORPORATION
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27
28

EXHIBIT 15

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WEST DIVISION

SAM YANG (USA), Inc.,)
ROYPAC, INC., dba SC)
CONTINENT CORPORATION,)
)
Plaintiff,)
)
vs.)
) Case No.
SAMYANG FOODS CO., LTD,) 2:15-cv-07697 AB
and DOES 1 through 20,) (KSx)
inclusive,)
)
Defendants.)
-----)
SAMYANG FOODS CO., LTD)
)
Counter-Claimant,)
)
Vs.)
)
SAM YANG (USA), Inc.,)
ROYPAC, INC., dba SC)
CONTINENT CORPORATION,)
MUN-K YUNG CHEN, and)
DOES 1 through 20,)
inclusive,)
)
Counter-Defendants.)
-----)

VIDEOTAPED DEPOSITION OF SEE-YOUNG LEE
Los Angeles, California
Wednesday, September 13, 2017
Volume III

Reported by:
Lori M. Barkley
CSR No. 6426
Job No. 2704164
PAGES 233 - 344

1 aware that Sam Yang Foods products were being sold on 10:13:18
2 the East Coast that had not been imported by Sam Yang 10:13:22
3 USA, correct? 10:13:25
4 A. Yes. 10:13:39
5 Q. And some of these products were being sold 10:13:39
6 at stores that were not Sam Yang USA's customers, 10:13:41
7 correct? 10:13:52
8 MR. MCDONOUGH: Wait, no, no, no. As 10:13:52
9 phrased that question is vague and ambiguous. Also 10:13:54
10 misstates prior testimony. 10:13:57
11 You may answer. 10:13:59
12 THE WITNESS: Yes. 10:14:06
13 BY MS. BOWMAN: 10:14:07

14 Q. When did you first become aware that Sam 10:14:12
15 Yang products not imported by Sam Yang USA were being 10:14:14
16 sold on the East Coast? 10:14:17
17 MR. MCDONOUGH: Just to be -- I understand 10:14:30
18 that you're laying a foundation, but so the record's 10:14:31
19 clear, it's asked and answered from the Volume II of 10:14:33
20 his deposition. 10:14:36
21 You may answer again. 10:14:37
22 THE WITNESS: I returned to the company in 10:15:08
23 year 2000, and maybe three to four years after my 10:15:10
24 return to the company, I became aware. 10:15:17
25

1	BY MS. BOWMAN:	10:15:21
2	Q. How did you become aware?	10:15:21
3	A. I was contacted by a business partner.	10:15:34
4	Q. Which business partner?	10:15:36
5	A. Those would be wholesalers to whom we	10:15:45
6	provided products.	10:15:50
7	Q. Did these wholesalers tell you how they	10:15:52
8	learned that Sam Yang products not imported by Sam	10:15:56
9	Yang USA were being sold on the East Coast?	10:16:01
10	A. Well, they saw products that were not	10:16:37
11	imported by us in the markets, that is why they	10:16:46
12	contacted us.	10:16:50
13	Q. Did they tell you which markets they saw the	10:16:51
14	products in?	10:16:53
15	A. At the time, I probably knew, but it's been	10:17:36
16	a long time, so I don't recall, and furthermore, I	10:17:39
17	really did not pay too much attention to those,	10:17:43
18	because those were in small quantities. And from	10:17:46
19	time to time, small quantity of products that were	10:17:51
20	manufactured for domestic use in Korea would be	10:17:56
21	coming in with stickers on them from time to time in	10:18:01
22	small quantities, and those wholesalers who told us	10:18:06
23	about that did not know who brought those products	10:18:12
24	in.	10:18:16
25	Q. So at that time, around 2003 or 2004, you	10:18:17

1 stores where they saw those Sam Yang products? 10:20:04

2 A. I don't recall. 10:20:13

3 Q. Did you ever contact any of the stores that 10:20:13

4 you believed were selling Sam Yang products not 10:20:22

5 imported by Sam Yang USA? 10:20:24

6 A. At a later date, store such as H Mart 10:20:51

7 contacted me as well. 10:20:56

8 Q. So in 2003 -- I'm sorry. 10:21:21

9 A. However, the quantity was so small that I 10:21:24

10 really did not pay that much attention, and I did 10:21:29

11 contact Sam Yang Korea as to let me know which 10:21:34

12 company did packaging for that. 10:21:43

13 Q. So in 2003, other than contacting Sam Yang 10:21:46

14 Korea, you did not contact any of the stores who you 10:21:49

15 believe were selling Sam Yang products, correct? 10:21:54

16 A. We tried to find out around 2007 and 2008 10:22:32

17 timeframe, but we could not find out, because -- we 10:22:38

18 could not find out, and also, Sam Yang Korea could 10:23:03

19 not find out who it was, because the quantity of the 10:23:06

20 product was so small and some small amount will come 10:23:11

21 out -- come in, and then another small quantity will 10:23:17

22 come in, shipped along with other products. 10:23:24

23 Q. Mr. Lee, you're still telling me about later 10:23:27

24 dates, 2007 and 2008, and I'm still trying to get an 10:23:30

25 answer to whether in 2003 you ever contacted any 10:23:34

1 stores regarding the products on the East Coast. 10:23:38

2 A. 2003, 2004, at that time, we did not have a 10:24:30

3 direct business with stores. Therefore, we could 10:24:38

4 only find out through wholesalers, and at the time, 10:24:39

5 we asked those wholesaler, but we were notified by 10:24:44

6 the wholesalers that they, themselves, did not know. 10:24:48

7 Q. If -- so are you telling me that the 10:24:56

8 wholesalers did not know where they saw the Sam Yang 10:25:00

9 products on the East Coast that they told you were 10:25:02

10 being sold in 2003? 10:25:05

11 A. No, that's not what I mean. I am saying 10:25:39

12 that the wholesalers told me that they did not know 10:25:42

13 who brought in the product to the stores, and I'm 10:25:46

14 talking about those products that were bought in 10:25:54

15 other than my company, with stickers on them, and 10:25:55

16 these are products that were brought in by small 10:26:01

17 businesses. 10:26:04

18 Q. Okay. I'm asking you a different question. 10:26:05

19 I'm talking about the stores who were actually 10:26:07

20 selling the products. 10:26:09

21 And my question is: When you found out who 10:26:10

22 the stores were who were selling Sam Yang products 10:26:13

23 did you ever contact any of those stores in 2003? 10:26:16

24 A. No, I did not. 10:26:51

25 Q. Okay. 10:26:52

1 A. And the reason for that is that the quantity 10:27:03
2 of the product was very, very small, so I did not pay 10:27:08
3 that much attention to it. 10:27:14

4 Q. Okay. I'd like to look at Exhibit 1051C, 10:27:15
5 please. 10:27:40

6 (Exhibit 1051C was marked for identification
7 by the court reporter and is attached hereto.) 10:28:12

8 BY MS. BOWMAN: 10:28:12

9 Q. And please take a look and let me know when 10:28:12
10 you've had a chance to review the document. 10:28:15

11 A. Okay. 10:29:33

12 Q. Okay. And this is a document, it appears to 10:29:33
13 be a fax dated June 12, 2008, and it is from Senior 10:29:40
14 Manager Woon-bae Yeo. Now, in number 2 on this 10:29:45
15 document, it refers to large volumes of products for 10:29:53
16 domestic consumption being imported into the eastern 10:29:58
17 region of the U.S. 10:30:01

18 Do you recall what the volume of products 10:30:03
19 was? 10:30:06

20 A. What do you mean by volume? 10:30:43

21 Q. The quantity, where it says that a large 10:30:46
22 quantity of products. 10:30:49

23 MR. MCDONOUGH: And to be clear, she's 10:30:58
24 referring to this time period as referenced in this 10:30:59
25 document. 10:31:02

1 Q. Did you ask for the names of those stores? 10:43:26

2 A. I think I asked but I don't recall what the 10:43:55

3 circumstances was exactly and at the time we did not 10:43:58

4 do business directly with those stores and it was 10:44:03

5 them who had the relationship with those markets. 10:44:07

6 Q. When you say "them," do you mean the 10:44:11

7 wholesale customers of Sam Yang USA and Roypac? 10:44:14

8 A. Yes. I'm referring to these three companies 10:44:28

9 that's listed here. 10:44:32

10 Q. Okay. So you did not contact any of the 10:44:33

11 stores that you believed were selling Sam Yang 10:44:36

12 products not imported by Sam Yang USA at that time, 10:44:39

13 correct? 10:44:42

14 A. Correct. 10:44:57

15 Q. And in 2008 you did not sue any of the 10:44:58

16 stores that you believed were selling Sam Yang 10:45:01

17 products not imported by Sam Yang USA, correct? 10:45:05

18 A. Correct. 10:45:21

19 Q. And when I say "you" neither Roypac nor Sam 10:45:30

20 Yang USA sold -- I'm sorry, sued any of those stores, 10:45:37

21 correct? 10:45:40

22 A. Correct. 10:45:51

23 Q. Okay. Did you speak with Sam Yang Korea 10:45:51

24 about the complaints that you received from the three 10:46:02

25 wholesale customers listed on this document 1051C in 10:46:08

1	2008?	10:46:12
2	A. Yes.	10:46:32
3	Q. And did you ask Sam Yang Korea to take any	10:46:32
4	action when you informed them of those complaints?	10:46:38
5	A. As to action, not really, because of the	10:47:13
6	quantity was too -- kind of small, but I did ask them	10:47:19
7	to prevent those product from being shipped into the	10:47:24
8	U.S. if -- if they could find out who it was.	10:47:31
9	Q. Did you think that Sam Yang Korea had the	10:47:39
10	ability to stop the products from being imported into	10:47:42
11	the U.S. in 2008?	10:47:45
12	A. We couldn't do it and I felt that Sam Yang	10:48:10
13	Korea probably could do it. That is why I asked	10:48:16
14	them.	10:48:19
15	Q. Okay. Other than Sam Yang Korea, did you	10:48:20
16	ask any other stores, entities, or wholesalers to	10:48:30
17	take steps to stop the import of products by entities	10:48:34
18	other than Sam Yang USA in 2008?	10:48:40
19	A. Whom are you referring to? Whom or what	10:49:16
20	entity are you referring to?	10:49:19
21	Q. Well, that's what I'm asking you, but I	10:49:21
22	suppose, did you contact any other stores who were	10:49:24
23	selling Sam Yang products not imported by Sam Yang	10:49:28
24	USA in 2008?	10:49:31
25	MR. MC DONOUGH: Asked and answered.	10:49:45

1 BY MS. BOWMAN: 10:49:46

2 Q. To ask them to stop importing Sam Yang -- or 10:49:47

3 I'm sorry, strike that. 10:49:50

4 To ask them to stop selling Sam Yang 10:49:51

5 products not imported by Sam Yang USA? 10:49:53

6 MR. MC DONOUGH: Asked and answered. It's 10:50:16

7 also vague and ambiguous now, the way it's phrased. 10:50:17

8 You may try. 10:50:20

9 THE WITNESS: That question is kind of 10:50:30

10 strange and ambiguous. 10:50:31

11 BY MS. BOWMAN: 10:50:34

12 Q. Well, it came in a couple of parts, so I'll 10:50:35

13 try to ask a better question. 10:50:38

14 In 2008, did you contact any stores that 10:50:39

15 were selling Sam Yang products that weren't imported 10:50:44

16 by Sam Yang USA or Roypac in order to ask those 10:50:47

17 stores to stop selling Sam Yang products that weren't 10:50:53

18 imported by Sam Yang USA or Roypac? 10:50:56

19 A. No, I did not. 10:50:58

20 MS. BOWMAN: Okay. Can we please look at 10:51:28

21 Exhibit 1051D. 10:51:29

22 (Exhibit 1051D was marked for identification

23 by the court reporter and is attached hereto.) 10:51:53

24 BY MS. BOWMAN: 10:51:54

25 Q. Mr. Lee, please let me know when you've had 10:51:54

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1 Q. So where did you get these two names from: 11:02:36
2 DY Import and Seohae Fishery? And by "you," I mean 11:02:38
3 Roypac or Sam Yang USA? 11:02:45
4 MR. MC DONOUGH: Lacks foundation, calls for 11:03:02
5 speculation. He's not the author of the document. 11:03:04
6 You may answer. 11:03:06
7 THE WITNESS: As I told you before, I heard 11:03:22
8 it from our business partners. 11:03:23
9 BY MS. BOWMAN: 11:03:28
10 Q. Okay. So I believe what you told me before 11:03:28
11 was that you heard that the products were being sold 11:03:30
12 by your business partners. So just to confirm, did 11:03:33
13 your business partners tell you that DY Import and 11:03:36
14 Seohae Fishery were importing Sam Yang products into 11:03:40
15 the United States at this time, 2008? 11:03:43
16 A. I don't know about the quantity. I know the 11:04:32
17 products were brought in and those products were for 11:04:35
18 domestic use, so I didn't think that large of a 11:04:42
19 quantity were -- were brought in. 11:04:46
20 Q. Mr. Lee, you're not answering my question at 11:04:48
21 all. What I'm specifically asking you is and -- 11:04:52
22 MR. MC DONOUGH: She's going to try to 11:04:58
23 ask -- she's going to ask a question. 11:05:00
24 BY MS. BOWMAN: 11:05:03
25 Q. What I'm asking you is number 8 of this 11:05:03

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1 document says that there are domestic use products 11:05:05
2 for Korea that have been imported by DY Imports and 11:05:07
3 by Seohae Fishery, and that's in this document that 11:05:12
4 we're look at, 1051 D. 11:05:16

5 I'm asking you what the basis was for Roypac 11:05:18
6 or Sam Yang USA's assertion here that the products 11:05:22
7 are being imported by DY Import and Seohae Fishery. 11:05:25

8 MR. MC DONOUGH: And just I'm reasserting 11:05:33
9 the objection lacks foundation, calls for 11:05:35
10 speculation, insofar as Mr. Lee did not author this 11:05:36
11 particular document. 11:05:39

12 You may answer. 11:05:40

13 THE WITNESS: We were contacted by our 11:06:44
14 business partners in that region such as Rhee 11:06:46
15 Brothers or Hanmi? 11:06:54

16 BY MS. BOWMAN:

17 Q. Did you -- in 2008, did anyone at Roypac or 11:07:03
18 Sam Yang USA ever contact DY Import to ask if they 11:07:07
19 were importing Sam Yang products into the United 11:07:09
20 States? 11:07:26

21 THE INTERPRETER: Was the contact 11:07:26
22 "DY Import" there in that question? 11:07:28

23 MS. BOWMAN: "DY Import." 11:07:31

24 THE WITNESS: I don't remember. 11:07:47
25

1	BY MS. BOWMAN:	11:07:48
2	Q. But you never sued DY Import for importing	11:07:51
3	Sam Yang products into the United States in 2008,	11:07:55
4	correct?	11:07:58
5	A. Correct.	11:08:11
6	Q. And you never contacted Seohae Fishery to	11:08:12
7	ask if they were importing Sam Yang products into the	11:08:14
8	United States in 2008, correct?	11:08:18
9	MR. MC DONOUGH: Argumentative. Misstates	11:08:19
10	testimony.	11:08:21
11	You may answer.	11:08:21
12	It's also asked and answered.	11:08:33
13	THE WITNESS: Correct.	11:08:38
14	BY MS. BOWMAN:	11:08:38
15	Q. And you never sued Seohae Fishery in 2008	11:08:40
16	for importing Sam Yang products into the United	11:08:42
17	States, correct?	11:08:45
18	A. Correct.	11:08:58
19	Q. You only contacted Sam Yang Korea to ask	11:08:58
20	them to stop products from being imported in 2008,	11:09:00
21	correct?	11:09:03
22	MR. MC DONOUGH: That question totally	11:09:17
23	misstates his testimony as to what he contacted Sam	11:09:18
24	Yang Korea about and asked them to do.	11:09:23
25	You may answer.	11:09:24
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1	THE WITNESS: That's correct.	11:09:33
2	MS. BOWMAN: Okay. And for the record, I'm	11:09:34
3	not attempting to restate the witness's testimony.	11:09:36
4	I'm merely asking questions that are trying to	11:09:39
5	advance the information we're getting.	11:09:41
6	MR. MC DONOUGH: Been an hour if -- looks	11:09:50
7	like you're transitioning.	11:09:52
8	MS. BOWMAN: I'm not actually. I have a	11:09:54
9	couple more things on --	11:09:56
10	MR. MC DONOUGH: Why don't we take a break	11:09:56
11	anyway, it's been an hour. All right. Thanks.	11:09:58
12	MS. BOWMAN: Sure.	11:10:00
13	VIDEO OPERATOR: Off the record, 11:09.	11:10:03
14		
15	(Recess taken.)	
16		11:28:38
17	VIDEO OPERATOR: Time is 11:30. We are back	11:30:52
18	on the record.	11:30:55
19	BY MS. BOWMAN:	11:30:56
20	Q. Okay. And before we start with questions, I	11:30:56
21	just want to make clear for the record, which counsel	11:30:59
22	mentioned a couple of times, that when I say "you,"	11:31:02
23	I'm referring to Roypac or Sam Yang USA.	11:31:07
24	And if I am referring to you personally,	11:31:10
25	Mr. Lee, I will make that clear in the question so	11:31:12

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1 that there's no confusion. 11:31:14

2 A. Understood. 11:31:47

3 MR. MC DONOUGH: That is understood. 11:31:47

4 And if you're ever confused, just ask her, 11:31:48

5 okay? 11:31:52

6 THE WITNESS: Understood. 11:31:59

7 BY MS. BOWMAN: 11:32:00

8 Q. Thank you. 11:32:02

9 Okay. Mr. Lee, I believe you testified that 11:32:02

10 you were aware of Sam Yang products not imported by 11:32:07

11 Sam Yang USA being sold on the East Coast around 2003 11:32:10

12 and 2004, and that you also received complaints from 11:32:14

13 customers in 2008, but did you receive any complaints 11:32:18

14 from your customers about imports of Sam Yang 11:32:22

15 products between 2004 and 2008? 11:32:27

16 A. I had been contacted in regards to small 11:33:26

17 quantity of products that were brought in. However, 11:33:30

18 since the quantity was so small, that I did not make 11:33:36

19 that into a big issue. 11:33:42

20 Q. How many times were you contacted by 11:33:44

21 customers about imports of Sam Yang products between 11:33:48

22 2004 and 2008? 11:33:52

23 A. I don't remember. 11:34:10

24 Q. Do you know if it was more than ten times? 11:34:10

25 A. I would not be -- I would not know that, 11:34:26

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1 A. No, that's not what I'm saying. The 12:26:39
2 products came into the U.S., so I inquired about that 12:26:48
3 to Sam Yang Korea, but Sam Yang Korea told me they 12:26:54
4 did not know about that. 12:26:58

5 Q. My question is what you were referring to 12:26:59
6 when you said "after June 2012" in the prior answer. 12:27:03

7 A. Well, that's when I became aware of T-Up and 12:27:41
8 then the products were being brought in in the units 12:27:46
9 of containers. So I inquired to Korea as to whether 12:27:51
10 or not they're shipping goods through T-Up because I 12:28:00
11 was suspicious of the Sam Yang Korea. But Sam Yang 12:28:02
12 Korea denied it and told me that they did not know. 12:28:08

13 Q. Why were you suspicious of Sam Yang Korea? 12:28:12

14 A. I was suspicious because of the products 12:28:40
15 were coming in in the unit of container. So if they 12:28:42
16 were to ship something full of a container, that it 12:28:46
17 may have been Sam Yang Korea. That is why I asked 12:28:52
18 Sam Yang Korea directly: Are you shipping these 12:28:58
19 goods. And I was told that Sam Yang Korea was not. 12:29:02

20 Q. Okay. So you believe shipping in a 12:29:09
21 container was more likely to be a product -- a 12:29:12
22 product shipped by Sam Yang Korea versus small 12:29:21
23 quantities were less likely to be shipped by Sam Yang 12:29:24
24 Korea? 12:29:39

25 A. I was suspicious. 12:29:39

1 (Whereupon at the hour of
2 12:35 p.m., a luncheon recess was
3 taken. The deposition was resumed
4 at 1:49 p.m., the same persons being
5 present.)

6 13:51:43

7 VIDEO OPERATOR: The time is 1:51. We are 13:51:56
8 back on the record. 13:52:00

9 MS. BOWMAN: And just a correction: The 13:52:14
10 document that I circulated is Exhibit 1136. 13:52:16

11 (Exhibit 1136 was marked for identification
12 by the court reporter and is attached hereto.) 13:52:54

13 BY MS. BOWMAN: 13:52:54

14 Q. And please just let me know once you've had 13:52:55
15 a chance to look at the document, Mr. Lee? 13:52:58

16 A. Okay. 13:53:23

17 Q. Mr. Lee, have you seen this kind of document 13:53:23
18 before? 13:53:30

19 A. Yes. 13:53:31

20 Q. Okay. And what kind of document is this? 13:53:33

21 A. In relating to BL, B/L. 13:53:44

22 Q. What is B/L? 13:53:50

23 A. It stands for bill of lading. 13:53:56

24 Q. Okay. And is this a type of shipment 13:53:58
25 document? 13:54:01

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1	A. Yes.	13:54:02
2	Q. Is this type of document publicly available?	13:54:05
3	MR. MC DONOUGH: Vague, ambiguous,	13:54:16
4	overbroad, particularly as to time.	13:54:19
5	You may answer.	13:54:20
6	THE WITNESS: Yes.	13:54:27
7	BY MS. BOWMAN:	13:54:28
8	Q. Okay. Is there any way, looking at this	13:54:29
9	document, that you would be able to tell whether --	13:54:35
10	whether it was in any way related to Sam Yang Korea?	13:54:40
11	A. Just by looking at the document, no, but I	13:55:02
12	have a lot of suspicion about this.	13:55:07
13	Q. Okay.	13:55:11
14	THE INTERPRETER: Interpreter correction:	13:55:19
15	Just by looking at the document, no, but we had a lot	13:55:21
16	of suspicion about this.	13:55:24
17	BY MS. BOWMAN:	13:55:30
18	Q. What was the basis for your suspicion?	13:55:31
19	A. Well, where it says instant noodles with	13:55:58
20	soup base, that means it's in regards to Ramen, so if	13:56:04
21	this is about shipping Ramen, that's where our	13:56:10
22	suspicion was.	13:56:15
23	Q. This could be any company shipping Ramen,	13:56:17
24	correct; not necessarily Sam Yang Korea?	13:56:19
25	A. We asked Sam Yang Korea whether or not they	13:56:49

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1 shipped the product, many times, but they denied it. 13:56:54

2 Q. My question is, that these products could 13:57:07

3 have been shipped by any Ramen manufacturer, correct, 13:57:16

4 not necessarily Sam Yang Korea? 13:57:19

5 MR. MC DONOUGH: Speculation, lacks 13:57:21

6 foundation. 13:57:22

7 You may answer. 13:57:22

8 THE WITNESS: We suspected it was Sam Yang 13:57:55

9 Korea that shipped Sam Yang Ramen products, because 13:58:00

10 ENI handles Sam Yang Ramen. 13:58:07

11 BY MS. BOWMAN: 13:58:13

12 Q. When did you first become aware that ENI was 13:58:13

13 handling Sam Yang Ramen? 13:58:17

14 A. Can you repeat that question once more? 13:58:32

15 Q. Sure. 13:58:34

16 When did you first become aware that ENI was 13:58:35

17 handling Sam Yang Ramen? 13:58:38

18 A. That was January 2017. 13:58:53

19 MR. MC DONOUGH: I'd say, retroactively, 13:58:55

20 vague and ambiguous as to handling. 13:58:59

21 You may answer, you already have. 13:59:01

22 BY MS. BOWMAN: 13:59:07

23 Q. Okay. But this document is dated 2015, 13:59:10

24 correct? And specifically I'm referring to the 13:59:12

25 arrival dates on the first page of the document Bates 13:59:21

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1 those small bundle merchants, those small quantities 14:02:54
2 could be bought from Cheongnyangni and Yeongdeungpo 14:02:59
3 and those products would have stickers on them and 14:03:03
4 then brought into the U.S. 14:03:09

5 But if we look this document it lists 14:03:10
6 different containers like this. So for shipments 14:03:16
7 that is shipped in container full, as described here, 14:03:21
8 could only be from Sam Yang Korea. That is why I 14:03:26
9 thought that. 14:03:30

10 BY MS. BOWMAN: 14:03:31

11 Q. I see. 14:03:31

12 Mr. Lee, if you wanted to search for a 14:03:38
13 document like this from Sam Yang Korea, would you 14:03:40
14 know how to search specifically for shipments that 14:03:43
15 were brought in by Sam Yang Korea? 14:03:47

16 MR. MC DONOUGH: Vague and ambiguous. 14:04:11

17 You may answer. 14:04:12

18 THE WITNESS: Can you repeat that once more? 14:04:16

19 BY MS. BOWMAN: 14:04:18

20 Q. Sure. 14:04:18

21 So if you wanted to identify a document like 14:04:19
22 this that contains shipments that were provided by 14:04:22
23 Sam Yang Korea, would you know how to search for a 14:04:27
24 document like this? 14:04:29

25 MR. MC DONOUGH: Same objections. Vague and 14:04:48

1 A. I don't recall. 14:18:25

2 Q. Prior to 2013, did you ever attempt to look 14:18:25

3 for documents showing a relationship between Sam Yang 14:18:30

4 Korea and T-Up? 14:18:33

5 A. The products started to come in randomly 14:19:06

6 from year 2012. So from that point on, we started to 14:19:13

7 search as to where these products were coming from. 14:19:21

8 Q. Okay. Prior to 2012, did you search for 14:19:26

9 documents showing a relationship between Sam Yang 14:19:36

10 Korea and any other distributor or importer? 14:19:40

11 A. Prior to that, although I don't recall, I 14:20:17

12 don't think we did, because we started to become 14:20:21

13 suspicious when the products started to come in in 14:20:26

14 the unit of containers. 14:20:31

15 Q. So you never searched for any documents in 14:20:35

16 2008 showing relationship between Sam Yang Korea and 14:20:38

17 Seohae Fishery? 14:20:43

18 A. Correct. 14:20:57

19 Q. Okay. Mr. Lee, I believe you said earlier 14:20:58

20 that at least prior to Michael Gin working for 14:21:14

21 Roypac, you were the primary person at Roypac who was 14:21:17

22 responsible for handling FDA compliance issues, 14:21:19

23 correct? 14:21:26

24 MR. MC DONOUGH: Slightly misstates 14:21:42

25 testimony. 14:21:44

1 to. I have one more section left. 16:28:58

2 THE INTERPRETER: The interpreter would like 16:29:01

3 a break. 16:29:02

4 MR. MC DONOUGH: Let's take a break. 16:29:03

5 THE INTERPRETER: Thank you. 16:29:04

6 MS. BOWMAN: Okay. 16:29:04

7 VIDEO OPERATOR: Off the record, 4:28. 16:29:05

8

9 (Recess taken.)

10 16:48:46

11 VIDEO OPERATOR: Okay. The time is 4:49. 16:49:55

12 We are back on the record. 16:49:57

13 BY MS. BOWMAN: 16:49:59

14 Q. Mr. Lee, prior to 2015, did Sam Yang USA 16:50:00

15 ever apply to register any Sam Yang trademarks? 16:50:05

16 A. I don't remember. 16:50:28

17 Q. Was the first trademark application for Sam 16:50:30

18 Yang product that Sam Yang USA filed, the 2015 16:50:35

19 application filed after this lawsuit was filed? 16:50:39

20 A. I don't know the date exactly. 16:51:04

21 Q. Is it your understanding that Sam Yang USA 16:51:05

22 applied to register a Sam Yang trademark in 2015? 16:51:13

23 A. Can you repeat that, please. 16:51:27

24 MS. BOWMAN: Can I have the question 16:51:29

25 translated back? 16:51:30

1 States but you're not sure why? 17:25:30

2 A. I don't know if this is a correct example or 17:26:43

3 not, but I read it on the newspaper long time ago 17:26:47

4 that someone or some entity in the U.S. registered 17:26:53

5 the trademark of a big company in Korea and that 17:26:59

6 registration was canceled in the U.S., that's what I 17:27:07

7 read in the newspaper. 17:27:15

8 And it is my belief that trademark rights of 17:27:16

9 Sam Yang in North America lies with Sam Yang USA. So 17:27:21

10 if some other person or entity had registered, maybe 17:27:29

11 that would become a legal fight. 17:27:36

12 Q. But you didn't think it was necessary to 17:27:39

13 check whether any other entity had registered? 17:27:43

14 A. Trademark is currently registered so I do 17:28:08

15 not believe checking is necessary now. 17:28:10

16 Q. I'm not talking about now. I'm talking 17:28:18

17 about in the past at any point between 1998 and 2015. 17:28:20

18 A. Some other entity registering the trademark, 17:29:40

19 that's really not possible, and I believe we are 17:29:43

20 continuously checking. I'm not saying that our 17:29:46

21 company's checking, but our team of attorneys are 17:29:49

22 doing so. 17:29:54

23 And as to Sam Yang's trademark being 17:29:55

24 registered, I don't think it is a problem, because 17:30:03

25 trademark rights lies with Sam Yang USA. And since a 17:30:08

1 trademark is already registered, so I don't think 17:30:15

2 it's a -- I don't think it's worth talking about. 17:30:18

3 Q. Okay. So apparently your continuous 17:30:24

4 searches did not reveal that Sam Yang Korea had 17:30:27

5 registered the Sam Yang trademark in 2005, correct, 17:30:31

6 since you attempted to register the same trademark in 17:30:35

7 2015? 17:30:38

8 A. Sam Yang Korea was supposed to notify Sam 17:31:27

9 Yang USA if they were going to register the trademark 17:31:31

10 in the U.S. Since they did not notify Sam Yang USA, 17:31:35

11 I believe that to be breach of agreement. 17:31:41

12 Q. So the answer is: No, your searches did not 17:31:49

13 reveal that Sam Yang had registered the Sam Yang 17:31:56

14 trademark in 2005? 17:31:59

15 THE INTERPRETER: Excuse me, is it 2015 or 17:32:17

16 2005? 17:32:19

17 MS. BOWMAN: What I just said? 17:32:20

18 THE INTERPRETER: Yeah. 17:32:21

19 MS. BOWMAN: It's 2005. 17:32:22

20 THE INTERPRETER: Okay. 17:32:23

21 MR. MC DONOUGH: She said Sam Yang, but I 17:32:23

22 think she's intending to say Sam Yang Korea. 17:32:25

23 THE WITNESS: I don't know about that. 17:32:44

24 BY MS. BOWMAN: 17:32:47

25 Q. Okay. Has Sam Yang USA ever licensed Sam 17:32:47

1 STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

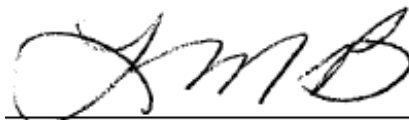
2 I, Lori M. Barkley, CSR No. 6426, do hereby
3 certify:

4 That the foregoing deposition testimony
5 taken before me at the time and place therein set
6 forth and at which time the witness was administered
7 the oath;

8 That the testimony of the witness and all
9 objections made by counsel at the time of the
10 examination were recorded stenographically by me, and
11 were thereafter transcribed under my direction and
12 supervision, and that the foregoing pages contain a
13 full, true and accurate record of all proceedings and
14 testimony to the best of my skill and ability.

15 I further certify that I am neither counsel
16 for any party to said action, nor am I related to any
17 party to said action, nor am I in any way interested
18 in the outcome thereof.

19 IN WITNESS WHEREOF, I have subscribed my
20 name this 2nd day of October, 2017.

21
22
23 
24

25 LORI M. BARKLEY, CSR No. 6426